UTILITY OCCUPANCY APPLICATION AND PERMIT North Dakota Department of Transportation, Design SFN 7995 (2-2016)

RIMS Document Number 73093		
	Contract Number	3 District Tracking Number 7-008-154.64 11
APPLICANT INFORMATION		
Authorized Utility Agent (must be san		
DUFOTA KLUCGS, LLC	, Robert Kose	852-1008-1483
1300 main Street	PHOUSTON	Start ZIPSONO
Freparer - Consultant		11/2 11/00/
Wood Broud Mustan	a Stani Showi	[1903 NUTTO 10.3412
MINDOUR RISS AVENUE	e Bismarck	State D ZIP CON 02
Utility Contractor	O HO ISTUMICE	INVIONOS
EVELLETON PLOCINE	Contect Ware (VALL)	Idenhous Number Mad
Man Progression Chroat	ASAN Maria	State 1 ZIP Code 2
TYPE OF EACH TY (C	TEAN CLAIVE	W1 154103
TYPE OF FACILITY (Complete appropriate of Proposed Facility	iate space only.)	
Steel Cathodicall	1 Protected Crud	e Oil Pipeline
12.154 OD X D.500 W	Number of Cables	Length of Down Guys
MOP : 1,440 PSIG	Size of Casing	Length of Casing
Location of Pole(s)	Location of Appurtenances	Location - Others
Dakota Department of Transportation's (Ni current edition, and the following terms and The installation shall be completed on or be	d conditions, attached hereto and made	thway right of way shall be subject to the North of Utilities on State Highway Right of Way", a a part hereof.
See page 2 for additional Terms and Cond	itions.	
APPROVAL Company Name (Utility Agency)	Authorized Utility Agent Name (Type or Print)	Authorize Agent Title
Company Name (Utility Agency) DAKOTA ACCESS LCC Date	Authorized Utility Agent Name (Type or Print)	Authorize Agent Title President, Land and Right of
APPROVAL Company Name (Utility Agency) DAKOTA ACCESS, LLC Date 2/24/16	Authorized Utility Agent Name (Type or Print) ORTHODISE Authorized Agent's Signature	₹ Pet
APPROVAL Company Name (Utility Agency) DAKOTA ACCESS LCC Date 2/24//6 To be signed by Owner, Partner, Corporate	Authorized Utility Agent Name (Type or Print) Authorized Agent's Signature President Vice President or other authorized	Moritary Cornorate Officer If algreed by athe
APPROVAL Company Name (Utility Agency) DAKOTA ACCESS LLC Date 2/24//6 To be signed by Owner, Partner, Corporate authorized Corporate Officer, please attach	Authorized Utillty Agent Name (Type or Print) Authorized Agent's Signature President, Vice President, or other authorized Property of Power of Attorney or other documents and maintain the facilities applies	Moritary Cornorate Officer If algreed by athe
APPROVAL Company Name (Utility Agency) DAKOTA ACCESS LCC Date 2/24//6 To be signed by Owner, Partner, Corporate authorized Corporate Officer, please attach The Owner is hereby granted permission to and made a part hereof NDDOT Approved Day 1/9/6 NORTH DAKOTA DEPARTMENT OF TRA	Authorized Utility Agent Name (Type or Print) Authorized Agent's Signature President, Vice President, or other authorized Agent's Attorney or other documents and maintain the facilities applied	therized Corporate Officer. If signed by other currentation showing authority to sign.
APPROVAL Company Name (Utility Agency) DAKOTA ACCESS LCC Date 2/24//Lo To be signed by Owner, Partner, Corporate authorized Corporate Officer, please attach The Owner is hereby granted permission to and made a part hereof NDDOT Approved Day NORTH DAKOTA DEPARTMENT OF TRA District Engineer (Type or Print)	Authorized Utility Agent Name (Type or Print) Authorized Agent's Signature President, Vice President, or other authorized Property of Attorney or other documents of the president of Attorney or other documents of the president of the presiden	therized Corporate Officer. If signed by other cumentation showing authority to sign. ed for, as shown on the plans attached hereto,
APPROVAL Company Name (Utility Agency) DAKOTA ACCESS LCC Date 2/24//6 To be signed by Owner, Partner, Corporate authorized Corporate Officer, please attach The Owner is hereby granted permission to and made a part hereof NDDOT Approved Day 1/9/6 NORTH DAKOTA DEPARTMENT OF TRA	Authorized Utility Agent Name (Type or Print) Authorized Agent's Signature President, Vice President, or other authorized Property of Attorney or other documents of the president of Attorney or other documents of the president of the presiden	therized Corporate Officer. If signed by other cumentation showing authority to sign. ed for, as shown on the plans attached hereto,

SFN	79	95	
Page	2	of	3

For State	Use	Only
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District Tracking Number

- (A) Installation/maintenance of said facilities shall be done in a manner satisfactory to the NDDOT district engineer.
- (B) Owner shall notify the NDDOT district engineer forty-eight (48) hours prior to installing, maintaining, relocating, or removing said facilities. All disturbed areas shall be restored to their original condition in a manner satisfactory to the NDDOT district engineer.
- (C) The owner shall be required to wear an ANSI/ISEA 107-2010 Class II high visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
- (D) Owner shall repair or replace highway structures and appurtenances, and any existing facilities located on, over, or under highway right of way, which may be damaged as a result of the installation and maintenance of said facilities on highway right of way.
- (E) The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
- (F) Owner shall promptly remove said facilities from highway right of way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by NDDOT. The owner may be held responsible for delay costs caused by the owner's failure to use reasonable efforts to relocate or adjust facilities in a timely manner.
- (G) NDDOT specifically reserves the right to revoke, or change the terms and conditions of, this Permit with or without cause and upon notice to the Owner.
- (H) The Owner, for him or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Owner will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and regulations, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities set forth in this Assurance.

That in the event of breach of any of the above Non discrimination covenants, the NDDOT will have the right to terminate this Permit and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Permit had never been made or issued.

- (I) If the utility facility includes drain tile, a "Request for Drainage on Highway Rights of Way", state form number 50909, must be made in conjunction with this permit.
- (J) The Department's review and subsequent approval of this permit request does not relieve the applicant of the responsibility to comply with all Federal and State laws and regulations that govern, but are not limited to, the protection of wetlands, threatened and endangered species, and migratory birds. The applicant is responsible to comply with all Federal and State laws and regulations that govern the protection of cultural resources within the permit application area (e.g., S.106 of the National Historic Preservation Act, 36 CRF Part 800; ND Century Code 55-02-07; ND Century Code 55-03-01.1). The applicant shall be aware of the ND State burial law (ND Century code 23-06-27; Administrative Rule 40-02) and ensure compliance for any discovery of human remains within the permit request area.
- (K) The Contractor agrees that NDDOT's review of the utility relocation plans, specifications, calculations, and field inspections shall be solely for NDDOT purposes and not for the benefit of the Utility or any third party and shall not be deemed to mean that the Utility's design and construction is structurally sound and appropriate or meets applicable federal and state regulations, laws, or local ordinances, codes, or industry standards (collectively, "Requirements"). The Utility affirms that it has taken all of the actions necessary and required for the construction, operation, and maintenance of its facility authorized hereunder, including compliance with all Requirements."
- (L) Detailed location maps showing lateral offsets from roadway centerlines are required for a permit.

For State Use Only District Tracking Number

Please attach detail location map for each Utility Location. Use multiple utility locations when changing lateral offsets.

<u></u>	ighway Number	I Hilliby I annii nin	-1 w		1	For State Use	Only			
Г	ighway Number	Utility Location Alor	ng or	Across			Begi	n	End	
S	erus 2 Nos	Direction (N S E, W)		te Miles From		Location Number	Reference Pt	Offset	Reference Pt	Offset
Begin	Reference Marker	SOUTH	Longitudin	offset (feet)	밀	Reference Marker	Pilestion (), S, E, W)	Longitudinal O	fset (feet)
L	Direction From Centerli	ne (N, S, E, 🕔	Lateral 0	5 (feet)	Ū	Direction From Cer	nterline (N, S, 🜓	W)	Lateral Offset	feet)

3385/5280 = 0.64/ 1 King (\$100/ea)

P-MT-004.900 NN#4

NOTICE: The Recipient must comply with <u>ALL</u> applicable Federal, State and local laws, rules, regulations, codes, ordinances, etc., including, but not limited to North Dakota Century Code, Chapter 49-23. (ONE-CALL EXCAVATION NOTICE SYSTEM)

INSTALLATION AND MAINTENANCE: Installation and maintenance of said facilities on highway right of way shall conform to the following provisions:

- 1. Within thirty (30) days after construction, maintenance, relocation, or removal of said facilities, any right of way scars shall be removed and disturbed areas restored to original condition. Existing topsoil shall be removed prior to excavation and stockpiled until all disturbed areas are restored to original grade. The stockpiled topsoil shall be evenly and smoothly replaced over the areas disturbed by the trenches or pits.
- 2. Vehicles and other work equipment used to install or maintain said facilities within highway right of way shall, where possible, use established access points, service roads, driveways and approaches to enter or leave the outer portion of the right of way for the performance of necessary work operations. Such vehicles and work equipment shall not be parked on the through-traffic lanes or shoulders of the highway during installation or maintenance of said facilities. The parking of equipment, vehicles, and storing of materials in the median on divided roadways is not permitted. On all roadways, parking and storing of materials may be permitted only if equipment, vehicles and material are located a minimum of 60 feet from the outside edge of the driving lane.
- 3. Protection to the free and safe flow of the highway traffic shall be as required in accordance with the "Manual on Uniform Traffic Control Devices", current edition.
- 4. The Recipient will notify the District Engineer of the Department of Transportation forty-eight (48) hours prior to beginning this installation. Immediately following the final clean up of the area, the Recipient shall again notify the District Engineer of the Department of Transportation.
- 5. The Department of Transportation may not be the total fee owner and does not warrant the title to the highway right of way covered by the terms of this permit. The Recipient shall be responsible for reviewing the public records to determine ownerships and any encumbrances to the title of the properties covered by the terms of this permit.
- 6. Trenches and pits opened within the right of way shall be cut to O.S.H.A. Standards and shall be of minimum width necessary to accommodate installation of said facilities. **Trenches and Pits shall not be left open overnight, or unattended. Slopes shall not have more than a 2" drop off, all slopes shall be 4:1.**
- 7. Trenches and pits opened within the right of way shall be backfilled with the same material originally in place, compacted to a density equal to that of the adjacent undisturbed soil and restored to the original grade. The backfill shall be tamped in layers not exceeding six (6) inches in compacted thickness. Consolidation of the backfill by saturation or ponding is not permissible.

- 8. The pipeline shall have a minimum of thirty-six (36) inches of cover within highway right of way.
- 9. On longitudinal installations, where the buried cable or pipe is installed by plowing, the plowed ridges shall be mechanically compacted and made flush with the original ground.
- 10. Casing pipe, where installed, shall extend a minimum of two (2) feet beyond the toe of the highway inslopes. The casing pipe shall be sealed at both ends to prevent formation of a waterway through the casing.
- 11. The pipeline shall be installed under the surfaced section of the highway by boring or jacking pipe through the roadbed between the clear zone limits. Wet boring or jetting of the pipe under the roadway is not permissible.
- 12. The diameter of the hole for bored or jacked installations shall not exceed by more than one (1) inch the outside diameter of the facility. Oversized bores, overbreaks, and unused holes shall be backfilled with grout.
- 13. The location of the pipeline crossing shall be indicated by a marker post installed on each side of the highway at the right of way line. An identification sign shall be attached to one of the marker posts showing the name, address, and telephone number of the pipeline company.
- 14. The Department of Transportation shall be notified in advance of any proposed change in the type of transmittant carried by the pipeline, or any increase in the maximum working pressure specified in the application for the permit.
- 15. The casing pipe shall be continuous and shall extend a minimum of two (2) feet beyond the clear zone or two (2) feet beyond the toes of outer inslopes of the highway, whichever is further from the highway center line. The casing pipe shall be adequately sealed at both ends with suitable material that will prevent the formation of a waterway.
- 16. Casing is not required if approved extra wall thickness pipe is installed.
- 17. The Recipient shall indemnify, save, hold harmless, the State of North Dakota, its agencies, offices and employees, from any and all claims of any nature arising from any direct, indirect, or consequential damage to real property or business, including all costs, expenses, and attorney's fees, which may in any manner arise out of or result from this project.
- 18. The topsoil will be replaced on all disturbed areas and seeded as determined below (provide a temporary cover crop):

	Seed Class Mix Requiremen	ts
	Class II – Early Season	
Grass Species	Variatu	Pounds Pure Live
di ass species	Variety	Seed Per Acre

	Total	23.8
Slender Wheatgrass	Revenue, Primar, Adanac, Pryor, Firstrike	5.0
Sideoats Grama	Killdeer, Pierre, Butte	3.6
Green Needlegrass	Lodorm, AC Mallard, Fowler	2.4
Switchgrass	Dacotah, Forestburg, or Sunburst, Summer	3.2
Western Wheatgrass	Rodan, Rosana, Walsh, Flintlock, W.R. Poole, Recovery	9.6

	Seed Class Mix Requirements	
	Class II – Late Season	
Grass Species	Variety	Pounds Pure Live Seed Per Acre
Western Wheatgrass	Rodan, Rosana, Walsh, Flintlock, W.R. Poole, Recovery	9.6
Switchgrass	Dacotah, Forestburg, or Sunburst, Summer	1.6
Green Needlegrass	Lodorm, AC Mallard, Fowler	3.6
Canada Wild-rye	Mandan	5.2
Slender Wheatgrass	Revenue, Primar, Adanac, Pryor, Firstrike	5.0
	Total	25.0

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Risk Management Appendix

Permits and Licenses with Private Individuals, Companies, Corporations, Etc. (referred to as Recipient):

Recipient agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Recipient to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Recipient also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against the Recipient in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Recipient shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

 Commercial general liability and automobile liability insurance – minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence.

Workers compensation insurance meeting all statutory limits.

3) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed as an additional insured on the commercial general liability and automobile liability policies.

4) Said endorsements shall contain a "Waiver of Subrogation" in favor of the state of North Dakota.

5) The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned State representative.

Recipient shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4 above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. If Recipient's insurance will expire prior to the term of this agreement, Recipient shall renew the above requirements and furnish a certificate of insurance evidencing the renewal to the undersigned State representative prior to the expiration of the insurance. Any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Recipient shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Recipient and the State as a result of work undertaken by the Subcontractor. In addition, the Recipient shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Recipient. The Recipient shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Recipient's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Recipient's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Recipient shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Recipient from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Recipient. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Recipient in excess of the minimum requirements set forth above.

Dakota Access, LLC 1300 Main St. Houston, TX 77002

Dear Permittee:

You have submitted to the North Dakota Department of Transportation (NDDOT), in connection with your certificate of insurance, additional pages or language on the certificate which either purports to limit or qualify the information reflected on the certificate of insurance or which purports to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve contractors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contracts specify that contractors are responsible for acquiring and maintaining specified coverages and proof of insurance.

Please have a company executive authorized to execute contract documents sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions and immediately fax and mail it back to us.

Be advised that execution of this contract will be delayed until these issues have been resolved.

Sincerely,

Joel M. Wilt Williston District Engineer

UTILITY OCCUPANCY APPLICATION AND PERMIT

<u>Dakota Access, LLC</u>: states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Date 2/24/16 Vic

Vice President, Landland Right of Way

7

2-Mt-006.900 NDH8

DRIVEWAY APPLICATION & PERNIT

North Dakota Department of Transportation Maintenance Division SFN 5918 (Rev. 06-2015)

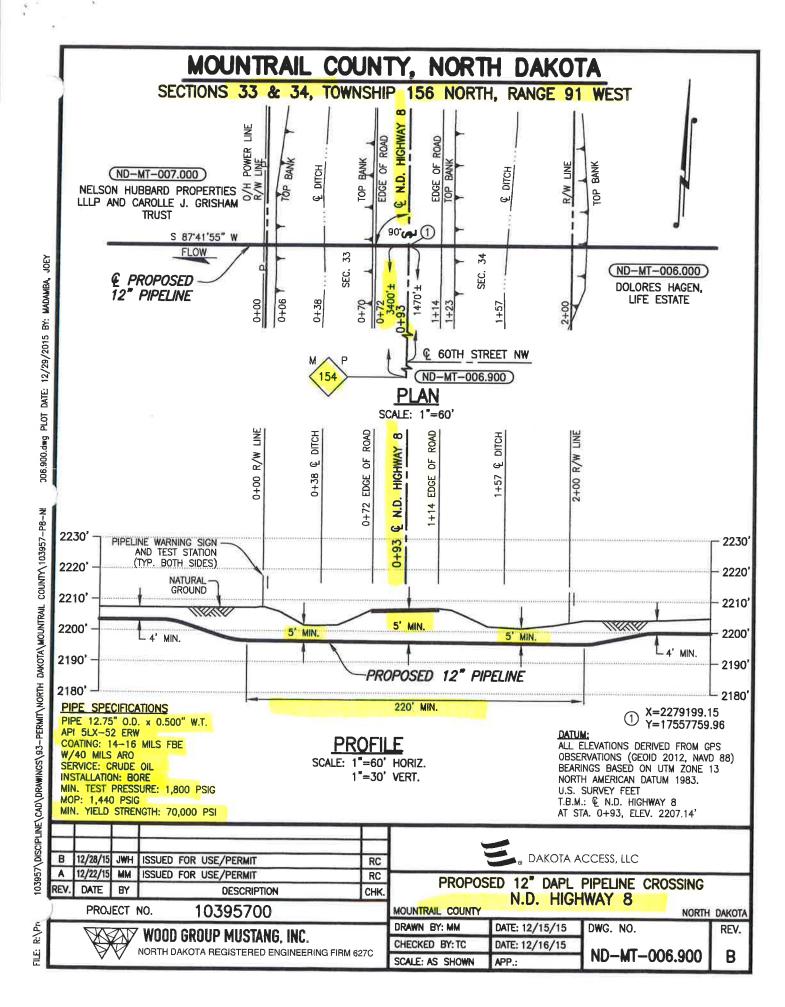
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	£.	Number 7
Applicant DAKOTA ACCESS, LLC Address		Telephone Number
1300 MAIN STREET	Houston	State ZIP Code 77-007
Number of Driveways	of Way	- Table Andrews
2 Temporary Private Commercial	Direction N	S X E W side of RouteS48
Town 3400' WORTH OF MP 15	Junction N C	
Description of proposed work on state right of way and type of business se		Mile Marker Number 54 6431
Temporary drzwe of for papeline construction		ide of WDE
Applicant agrees that any permit issued and any entran attached hereto and made a part hereof, and Permit Sp the applicant fails to construct the drive to the specified inslopes, the Department of Transportation, hereinafter remove the drive or make the necessary corrections and These are temporary driveways that will be removed when when removal is complete. No bridge structures, construct be removed during non-work hours everyday.	ecifications printed on a dimensions, including the referred to as NDDOT, and the Applicant will reimpipeline construction is cowith earth only. Traffic Co	the reverse side of this shee he proper culvert length and will either cancel this permit and aburse NDDOT for such work, mplete. Contact the District
APPLICANT:	NORTH DAKOTA DEPARTMENT OF T	RANSPORTATION
Name (Type or Print)	_ JOEL M	WILT
X	District Engineer (Type or	Print) . H
Signature Vice President, Land and Right of Way	Signature 3/29/	111
Title 1/29/16	Date	10
Permit granted:	Construction shall be co	mnleted by
Date		Le Le
Sketch:	Date	
304		

(Original to District File, copy to Applicant)

ND-MT-00 UPGE





CLS Link GIS Viewer CLS Contract

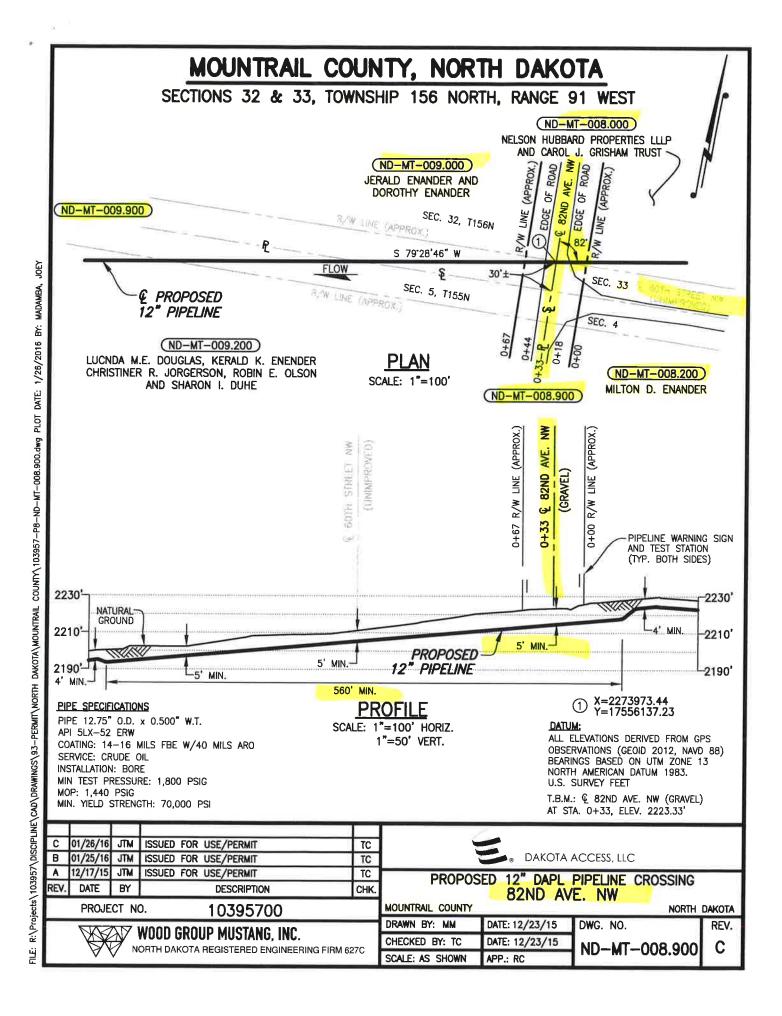


CONCENT FOR UTILITY COMPANY TO CROSS TOWNSHIP ROADS AND SECTION LINES

Pice President, Eand and Right of Way KOTA Access, LLC having requested permission from Idaho Township, apolitical sub-
division of Mountrail County of the State of North Dakota, to cross certain roadways
List roads to be crossed
Route between Sections 33/32 Township 156N R91W
Attach maps and construction plans
1. Utility Company agrees to pay Idaho Township \$500 per crossing. 2. Utility Company must pay for all damage to the existing road caused by its activities. 3. When the utility company crosses an existing road or section line, the utility company shall be responsible to pay for all costs of moving or relocating or reconstruction of the buried facility, shall Idaho Township deem it necessary or advisable to repair or reconstruct existing road or to build new roads on as allowed by North Dakota law. Shall Utility Company fail to take necessary steps to relocate, they herby agree to reimburse the Township for all expenses incurred in reconstructing the buries facility. 4. Utility Company agrees to bore all crossings in said township. 5. Any clay or mud carried on to gravel surfaces, shalle be cleaned off or new gravel placed on top.
I, the undersigned, being an authorized agent of the utility company described in the above, do hereby agree on behalf of the Utility company that all terms and conditions above will be complied with, and any assignment of this buried transmission facility described above shall include an assignment of this liability to comply with the terms and conditions as stated here
Dated this 8th day of FURRUARY 20 16.
Vice President, Land and Right of Way
Authorized agent (713) 989-2864
Telephone ND-MT-008.900
82 aue NW

DAKOTA ACCESS LLC
Company name
1300 main St.
Mailing address
Houston 1x 77002
City, State & zip code
ldaho
Township
For Derald Hoover Cliftreas
Chairman

Please Return permit to: Claire Cunningham 1100 Weiss avenue Bis mercly ND 58503 802.989.2489



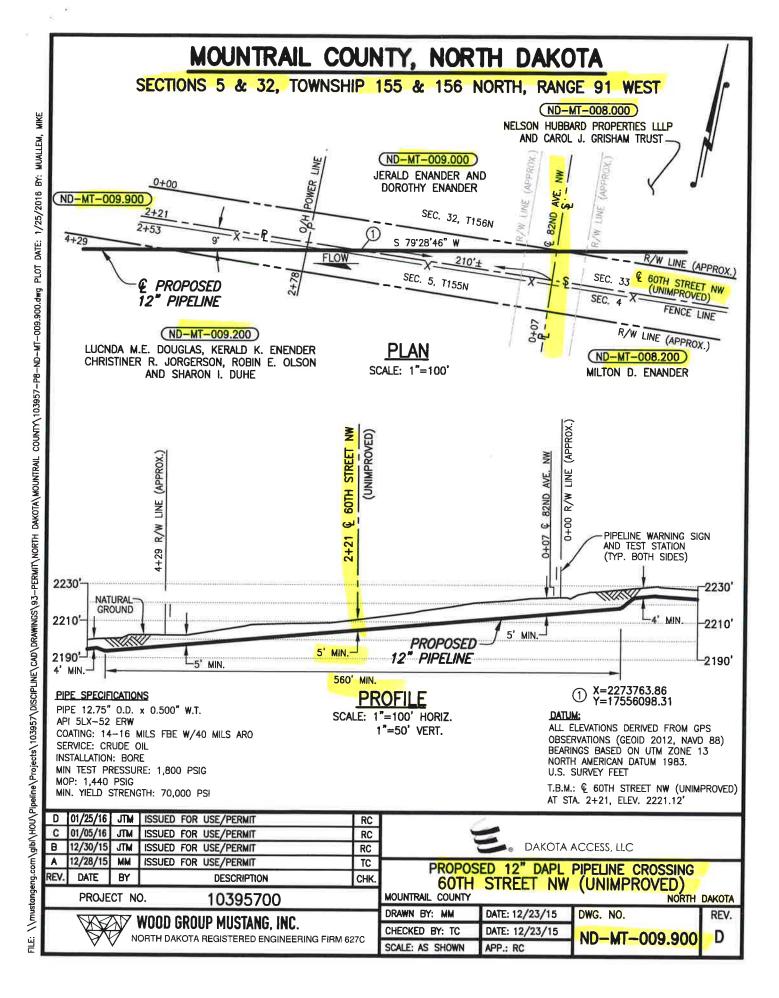
CONCENT FOR UTILITY COMPANY TO CROSS TOWNSHIP ROADS AND SECTION LINES

ROBERT ROSE of DAKOTA ACCESS, LLC Vice President, Land and Right of Way having requested permission from Idaho Township, apolitical subdivision of Mountrail County of the State of North Dakota, to cross certain roadways List roads to be crossed
Route between Sections 32/5 Township 156/155 R911
Attach maps and construction plans
1. Utility Company agrees to pay Idaho Township \$500 per crossing. 2. Utility Company must pay for all damage to the existing road caused by its activities. 3. When the utility company crosses an existing road or section line, the utility company shall be responsible to pay for all costs of moving or relocating or reconstruction of the buried facility, shall Idaho Township deem it necessary or advisable to repair or reconstruct existing road or to build new roads on as allowed by North Dakota law. Shall Utility Company fail to take necessary steps to relocate, they herby agree to reimburse the Township for all expenses incurred in reconstructing the buries facility. 4. Utility Company agrees to bore all crossings in said township. 5. Any clay or mud carried on to gravel surfaces, shalle be cleaned off or new gravel placed on top.
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Dated this 8 day of FEBRUARY 20 16. Vice President, Land and Right of Way
Authorized agent (7/3) 989 - 2864 Telephone

ND-MT-009.900 LO St. WW

DAKOTA ACCES	5 11 C
Company name	
_1300 main St.	
Mailing address	
Houston 1x	4700Z
City, State & zip code	The state of the s
Idaho	
Township	
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Chairman	

Please Return permit to: Claire Cunningham 1100 Weiss avenue Bis mercle, nD 58503 802.989.2489

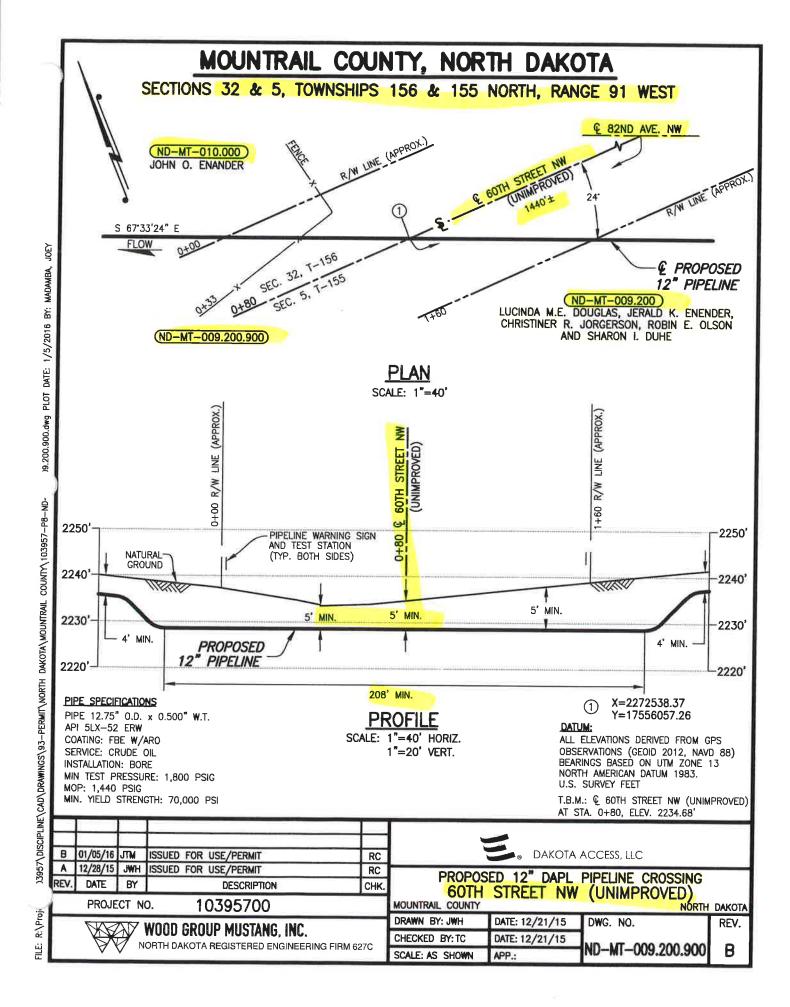


CONCENT FOR UTILITY COMPANY TO CROSS TOWNSHIP ROADS AND SECTION LINES
Roser Rose of Dalcota Access, LLC Vice President, Land and Right of Way having requested permission from Idaho Township, apolitical subdivision of Mountrail County of the State of North Dakota, to cross certain roadways
List roads to be crossed
Route between Sections 5/32, Township 155/156 R91W
Attach maps and construction plans
1. Utility Company agrees to pay Idaho Township \$500 per crossing. 2. Utility Company must pay for all damage to the existing road caused by its activities. 3. When the utility company crosses an existing road or section line, the utility company shall be responsible to pay for all costs of moving or relocating or reconstruction of the buried facility, shall Idaho Township deem it necessary or advisable to repair or reconstruct existing road or to build new roads on as allowed by North Dakota law. Shall Utility Company fail to take necessary steps to relocate, they herby agree to reimburse the Township for all expenses incurred in reconstructing the buries facility. 4. Utility Company agrees to bore all crossings in said township. 5. Any clay or mud carried on to gravel surfaces, shalle be cleaned off or new gravel placed on top.
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Dated this Br day of resident, Land and Right of Way Authorized agent (713) 989-2864
Telephone
ND-MT-009.200.900 60 St. NW
OOST. WW

DAKOTA ACCE	SS LLC
Company name	The second secon
1300 main St	
Mailing address	
Houston 1x	11007
City, State & zip code	
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Please Return permit to: Claire Cunningham 1100 Weiss avenue Bis mercly, nD 58503 802.989.2489

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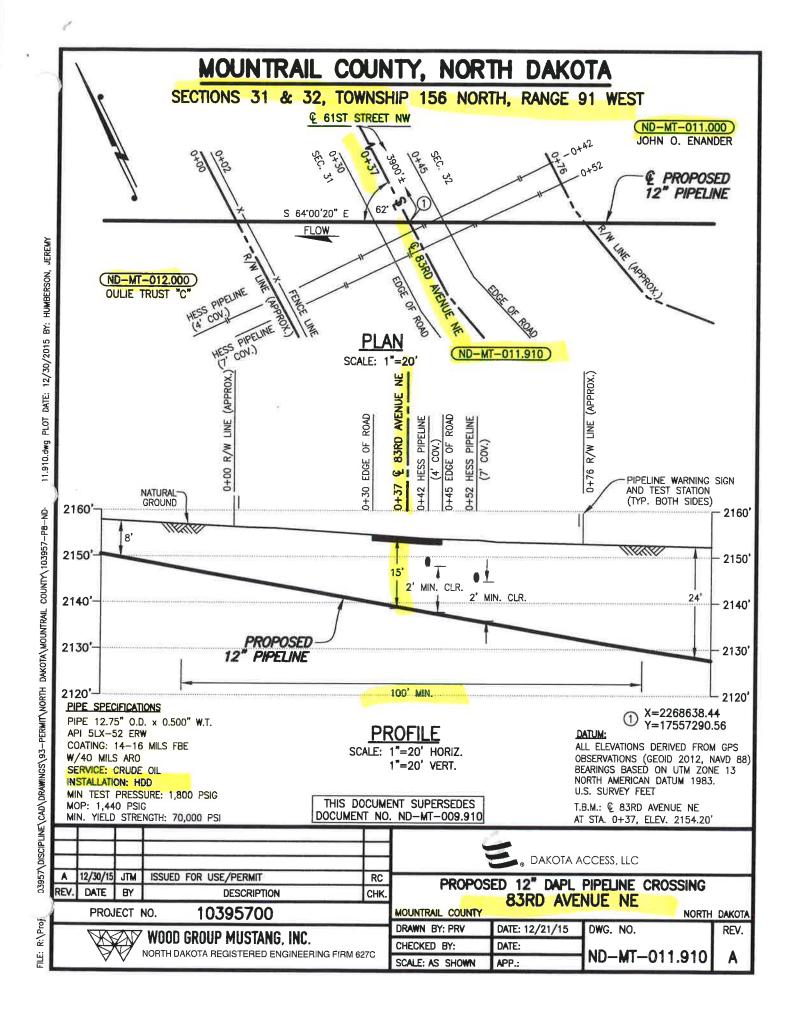
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ROGIES Fresident, Land and Right of Walk OTA ACCESS, LLC
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List roads to be crossed
Route between Sections 32/31 Township 156N R911
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Dated this Of HEBRUARY 20 16
Vice President, Land and Right of Way
Authorized agent (7/3) 989-2864
Telephone

ND-MT-011.910 83 ADR. NW

DAKOTA ACCESS	110
Company name	
1300 main St.	
Mailing address	
Houston, 1x 7	7007
City, State & zip code	
Idaho	
Township	
	Curt Hemotar
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Chairman	The state of the s

Please Return permit to:
Claire Cunningham
11 00 Weiss avenue
Bismercle, nD 58503
802.989.2489

ND-MT-04.910 83 Aue. NW

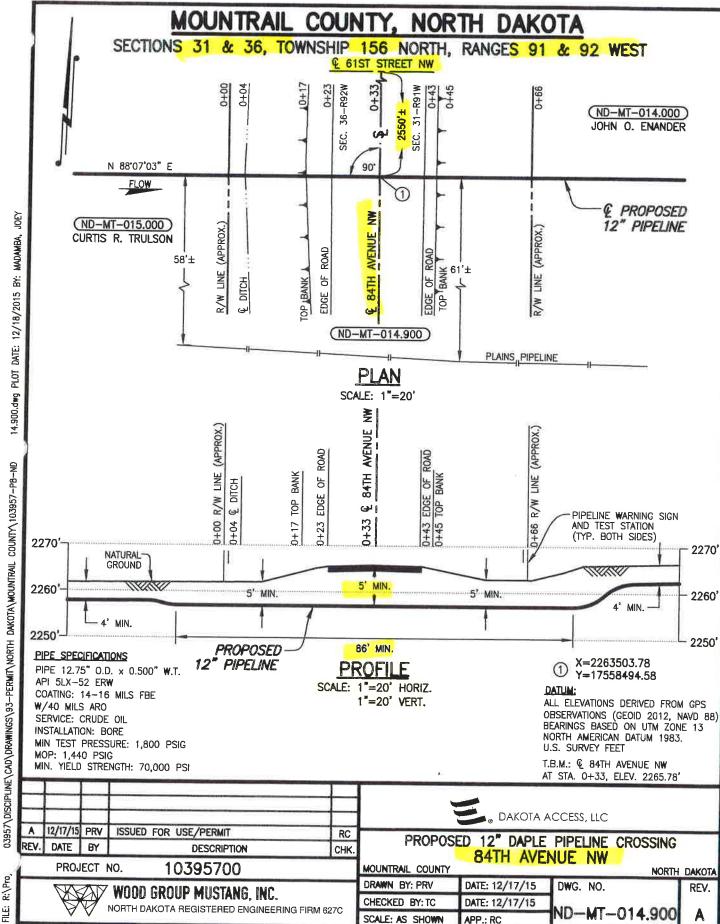


CONCENT FOR UTILITY COMPANY TO CROSS TOWNSHIP ROADS AND SECTION LINES
Rose of DAKOTA ACCESS LLC Vice President, Land and Right of Way having requested permission from Idaho Township, apolitical sub- division of Mountrail County of the State of North Dakota, to cross certain roadways
List roads to be crossed
Route between Sections 31/36 Township 156N R 91/92W
Attach maps and construction plans
1. Utility Company agrees to pay Idaho Township \$500 per crossing. 2. Utility Company must pay for all damage to the existing road caused by its activities. 3. When the utility company crosses an existing road or section line, the utility company shall be responsible to pay for all costs of moving or relocating or reconstruction of the buried facility, shall Idaho Township deem it necessary or advisable to repair or reconstruct existing road or to build new roads on as allowed by North Dakota law. Shall Utility Company fail to take necessary steps to relocate, they herby agree to reimburse the Township for all expenses incurred in reconstructing the buries facility. 4. Utility Company agrees to bore all crossings in said township. 5. Any clay or mud carried on to gravel surfaces, shalle be cleaned off or new gravel placed on top.
I, the undersigned, being an authorized agent of the utility company described in the above, do hereby agree on behalf of the Utility company that all terms and conditions above will be complied with, and any assignment of this buried transmission facility described above shall include an assignment of this liability to comply with the terms and conditions as stated here
Dated this Br day of FUBRUARY 20 16.
Authorized agent Vice President, Land and Right of Way
(713) 989-2864
Telephone / ND-MT-014.900
ND-MT-014.900 84 aue NW

DAKOTA ACCESS LLC
Company name
1300 main St.
Mailing address
Houston 1x 77002
City, State & zip code
Idaho
Township
For Deruld Loover Clerk/ treas
Chairman

Please Return permit to:
Claire Cunningham
11 00 Weiss avenue
Bismarch, nD 58503
802.989.2489

ND-MT-014.900 84 aue NW



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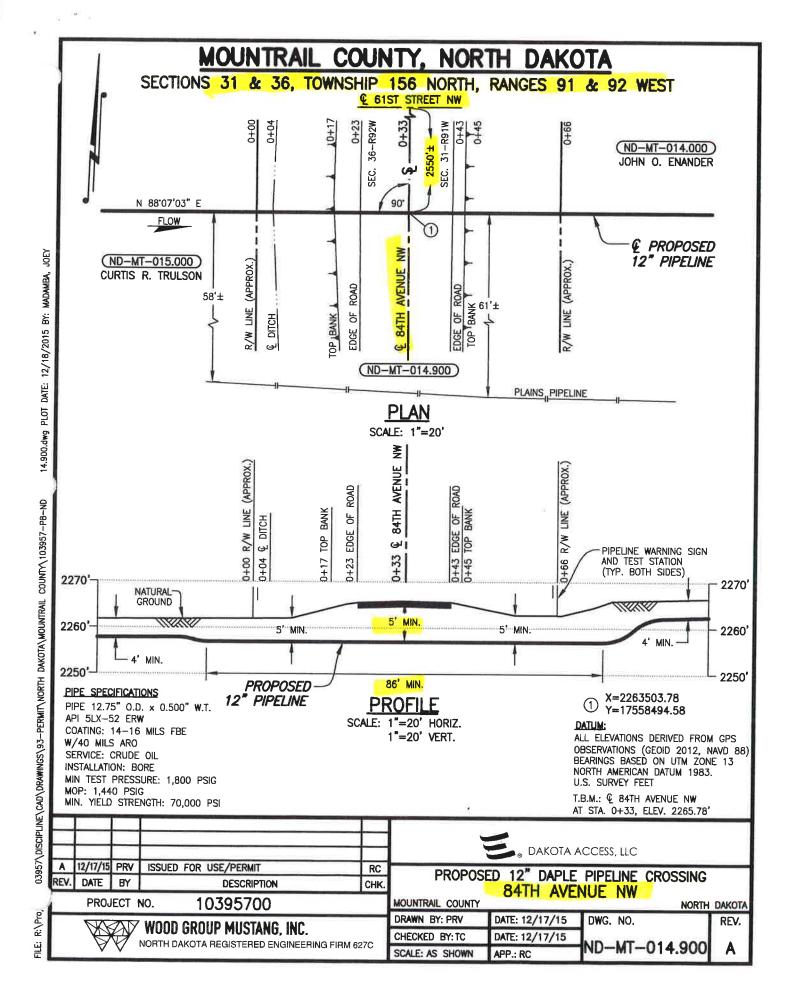
CONCENT FOR UTILITY	COMPANY	TO CROSS	TOWNSHIP	ROADS	AND
SECTION LINES					. 4. 12

Clause Cunninghamor Dakota Access LLC
having requested permission from Ross Township, apolitical sub- division of Mountrail County of the State of North Dakota, to cross certain roadways
List roads to be crossed
Route between Sections Township 84 Ave ww 31/36 156W R 91/92W
Attach maps and construction plans
1. Utility Company agrees to pay Ross Township \$500 per crossing. 2. Utility Company must pay for all damage to the existing road caused by its activities. 3. When the utility company crosses an existing road or section line, the utility company shall be responsible to pay for all costs of moving or relocating or reconstruction of the buried facility, shall Ross Township deem it necessary or advisable to repair or reconstruct existing road or to build new roads on as allowed by North Dakota law. Shall Utility Company fail to take necessary steps to relocate, they herby agree to reimburse the Township for all expenses incurred in reconstructing the buries facility. 4. Utility Company agrees to bore all crossings in said township. 5. Any clay or mud carried on to gravel surfaces, shalle be cleaned off or new gravel placed on top.
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Dated this 28 TH day of January 2016.
Authorized agent (7/3) 987-2864 Telephone

ND-MT-014.900 84 Ave. NW

DAKOTA ACCESS LLC	
1300 MAIN ST.	
Mailing address	
Houston, Tx 77002	
City, State & zip code	
Ross	
Township	
Mithell Bures	2-9-2016
Chairman	

Please Deturn permit to:
Claire Cunningham
1100 Welss Avenue
Bismarck, ND 58503
802.989. 2489

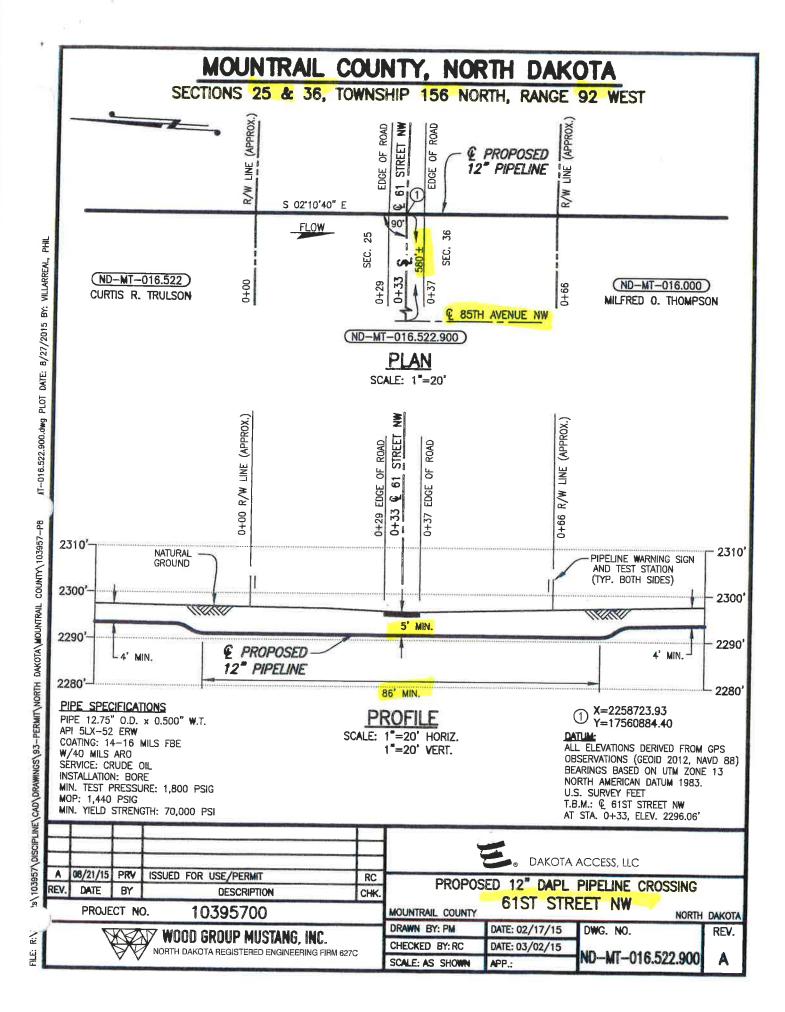


SECTION LINES	
Claire Cunninghamof DAKOTA ACCESS, LIC	
having requested permission fromRoss Township, apolitical sub- division of Mountrail County of the State of North Dakota, to cross certain roadways	
List roads to be crossed	
Route between Sections Township	
6/STNW S-25+26 T-156N R-926	
Attach maps and construction plans	
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Dated this 28 TH day of Javona 20 16. Vice President, Land and Right of Way Authorized agent (7/3) 989-2864	
Telephone ND-MT-016.522.900 Let St. NW)

CONCENT FOR UTILITY COMPANY TO CROSS TOWNSHIP ROADS AND

DAKOTA ACCESS LLC
Company name
1100 WEISS AUENUE
Mailing address
BISMARCK ND 58503
City, State & zip code
Ross
Township
Mitchell Bures 2-9-2016
Chairman

Please Return Premit to: Claire Cunningham 1100 Weiss avenue Bismarck, ND 58503 802.989.2499

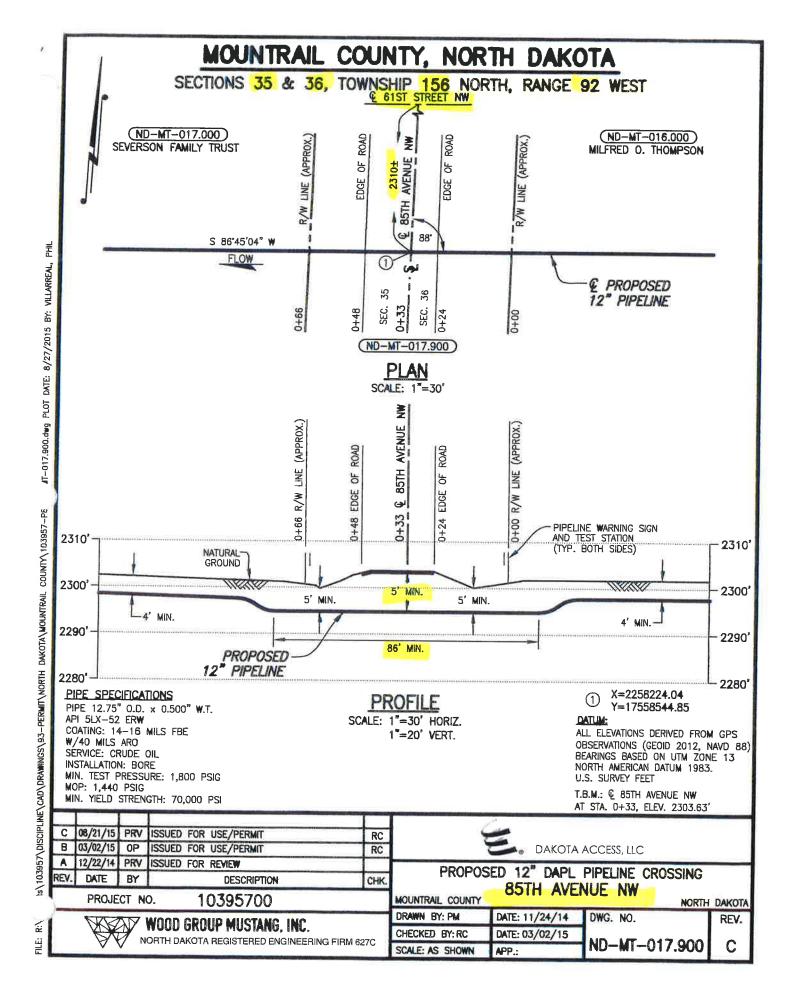


CONCENT FOR UTILITY COMPANY TO CROSS TOWNSHIP ROADS AND SECTION LINES

Clair	re Cunni	gham of I	DAKOTA ACCE	SS, LIC
havi	ng requested per	mission from	Ross Town	ship, apolitical sub- cross certain roadways
List	roads to be cross	sed		
Rout	e betv	veen Sections	Township	
85 1	WE NW	S-35+36	T-156N	RQZW
Attac	h maps and cons	struction plans		
cross. 2. Uti 3. Wl shall buried repair law. S reimb 4.Util 5.Any	ing. Tity Company men the utility content the utility content to the responsible to the facility, shall or reconstruct established Utility Company against the Townshity Company against	ust pay for all dama mpany crosses an ex pay for all costs of Ross xisting road or to bu mpany fail to take necessity for all expenses in	isting road or section moving or relocating Township deem it ild new roads on as alsessary steps to relocate	I caused by its activities. line, the utility company or reconstruction of the necessary or advisable to llowed by North Dakota tte, they herby agree to ing the buries facility.
above above descri	, do nereby agree will be complied	e on behalf of the Ut I with, and any assig include an assignmen	ent of the utility comp ility company that all pument of this buried to at of this liability to co	terms and conditions
Dated	this 28 TH da	y of JANNAK	ey 20 16	<u>.</u> .
	1 2 m		Vice President,	Land and Right of Way
Author	713) 9	89-2864	`	2811
Tel e ph	one			ND- MT- (

DAKOTA ACCESS, LLC
Company name
1100 WEISS AUE
Mailing address
BISMARCIC, ND 58503
City, State & zip code
Ross
Township
Mitchell Bures 2-9-2016
Chairman

Please Return Permit To: Claire Cunningham 1100 Weiss avenue Bismards, ND 58503 802.989.2489



CONCENT FOR UTILITY COMPANY TO CROSS TOWNSHIP ROADS AND SECTION LINES
Claire Cunninghamor DAKOTA ACCESSUC
having requested permission from Ross Township, apolitical sub- division of Mountrail County of the State of North Dakota, to cross certain roadways
List roads to be crossed
Route between Sections Township
86 AUE NW S-34435 TISEN R9ZW
Attach maps and construction plans
1. Utility Company agrees to pay Ross Township \$500 per crossing. 2. Utility Company must pay for all damage to the existing road caused by its activities. 3. When the utility company crosses an existing road or section line, the utility company shall be responsible to pay for all costs of moving or relocating or reconstruction of the buried facility, shall Ross Township deem it necessary or advisable to repair or reconstruct existing road or to build new roads on as allowed by North Dakota law. Shall Utility Company fail to take necessary steps to relocate, they herby agree to reimburse the Township for all expenses incurred in reconstructing the buries facility. 4. Utility Company agrees to bore all crossings in said township. 5. Any clay or mud carried on to gravel surfaces, shalle be cleaned off or new gravel placed on top.
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Dated this 28TH day of SANUARY 20 16. Vice President, Land and Right of Way
(713) 989-2864
Telephone ND-MT-019.900
86 AUL NW

Dakota access, LLC
Company name
1100 liveiss avenuo
City State 8 is MARCK WD 58503
City, State & zip code
Ross
Township
Mitchell Bures 2-9-2016
Chairman

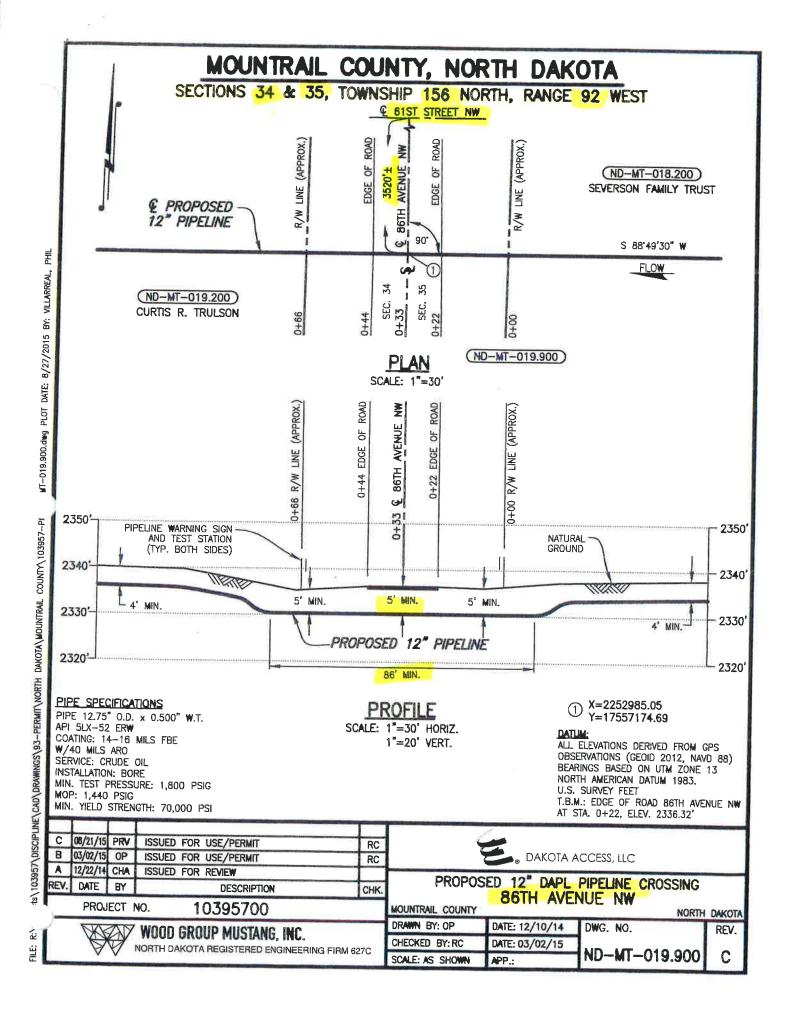
Please Return Permit To:

Claire Curningham

1100 Weiss avenue

Bismarck, ND 58503

802.989.2489

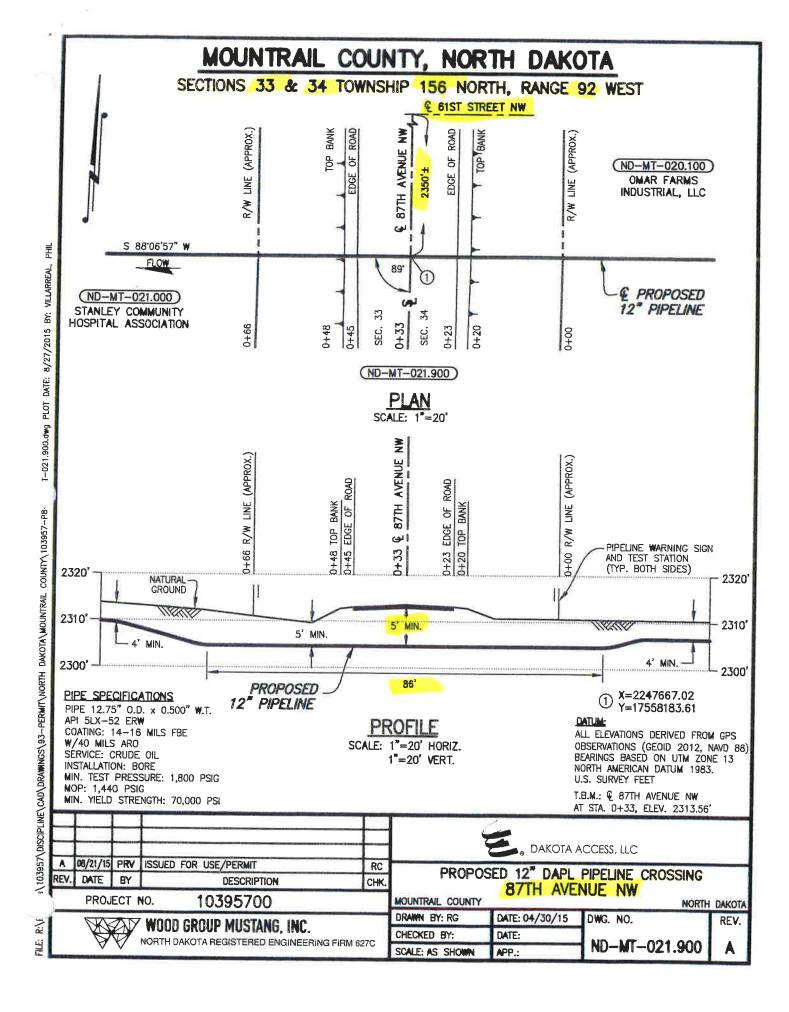


SECTION LINES
Claire Cunninghans DAKOTA access LC
having requested permission from Ross Township, apolitical sub- division of Mountrail County of the State of North Dakota, to cross certain roadways
List roads to be crossed
Route between Sections Township 87 AUE NW S-33+34 T-156N. R29W
Attach maps and construction plans
1. Utility Company agrees to pay Ross Township \$500 per crossing. 2. Utility Company must pay for all damage to the existing road caused by its activities. 3. When the utility company crosses an existing road or section line, the utility company shall be responsible to pay for all costs of moving or relocating or reconstruction of the buried facility, shall Ross Township deem it necessary or advisable to repair or reconstruct existing road or to build new roads on as allowed by North Dakota law. Shall Utility Company fail to take necessary steps to relocate, they herby agree to reimburse the Township for all expenses incurred in reconstructing the buries facility. 4. Utility Company agrees to bore all crossings in said township. 5. Any clay or mud carried on to gravel surfaces, shalle be cleaned off or new gravel placed on top.
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Dated this 28th day of January 2016.
Vice President, Land and Right of Way
Authorized agent 994 (713) 989-2864
Telephone

ND-MT-021900 87 AVE NW

Dakota access LLC	
1100 Weiss avenu	e
Mailing address	5
Dismarck, ND	58503
City, State & zip code	
Ross	
Township	
•	
Mitchell Bures 2-4	7-2016
Chairman	

Please Return Permit To: Claire Cunningliam 1100 Weiss avenue Bismarck, ND 58503

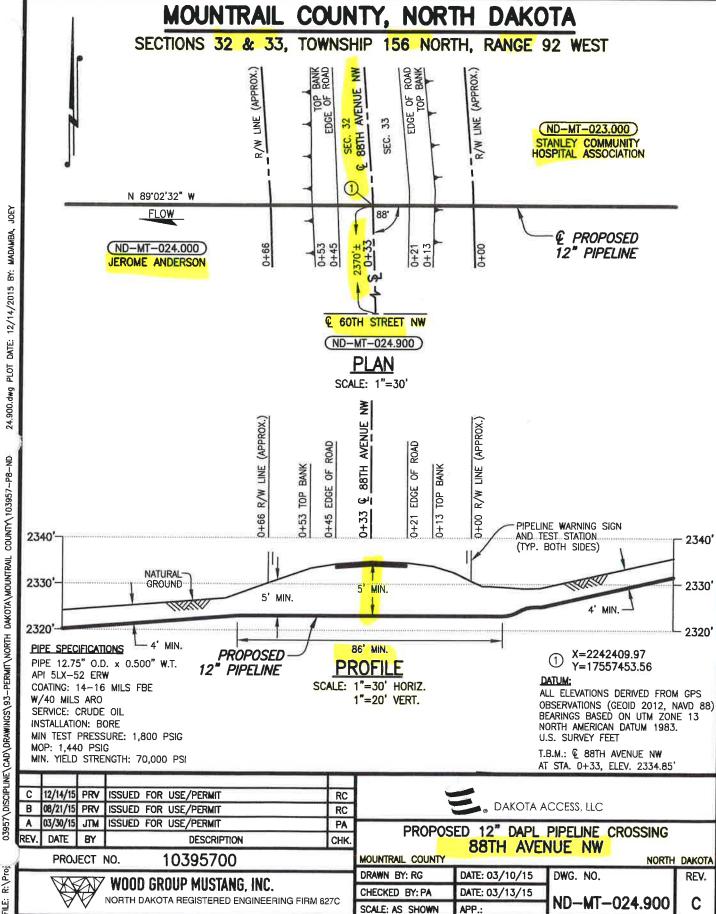


CONCENT FOR UTILITY COMPANY TO CROSS TOWNSHIP ROADS AND SECTION LINES
Claire hunninghous of Dakota Access, LIC
having requested permission from Ross Township, apolitical sub- division of Mountrail County of the State of North Dakota, to cross certain roadways
List roads to be crossed
Route between Sections Township
88 AVE NW S-32+33 TISBN R-92W
Attach maps and construction plans
1. Utility Company agrees to pay Ross Township \$500 per crossing. 2. Utility Company must pay for all damage to the existing road caused by its activities. 3. When the utility company crosses an existing road or section line, the utility company shall be responsible to pay for all costs of moving or relocating or reconstruction of the buried facility, shall Ross Township deem it necessary or advisable to repair or reconstruct existing road or to build new roads on as allowed by North Dakota law. Shall Utility Company fail to take necessary steps to relocate, they herby agree to reimburse the Township for all expenses incurred in reconstructing the buries facility. 4. Utility Company agrees to bore all crossings in said township. 5. Any clay or mud carried on to gravel surfaces, shalle be cleaned off or new gravel placed on top.
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Dated this 28 TH day of JANUARY 20 16.
Vice President, Land and Right of Way
Authorized agent 173 989-2864 Telephone

ND-MT-024900 88 Aue. NW

DAKO	ta access	, LLC	
Company name	1100 Weiss		
Mailing address	Bisma		58503
City, State & zip	code		THE RESERVE OF THE PARTY OF THE
Ross			
Township			
M itchel	l Bures	2-9-2	016

Please Return Permit To: Olaire Cunningham 1100 Welss avenue BISMARCK, ND 58503 802.989.2489



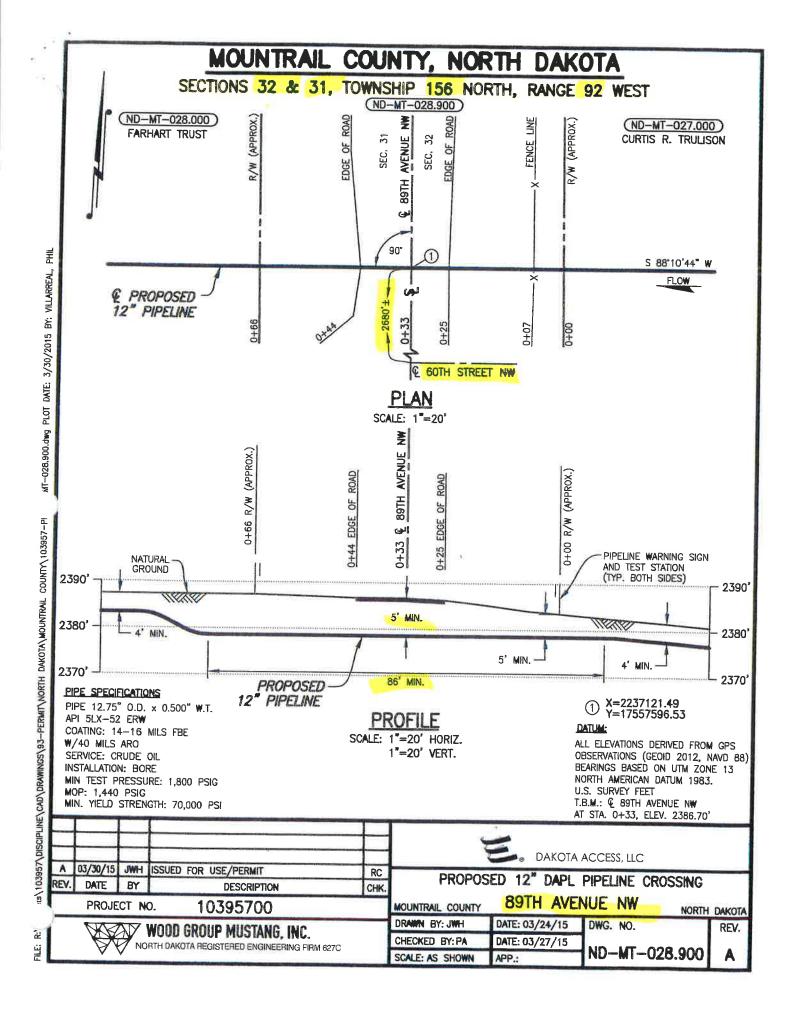
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	CONCENT FOR UTILITY COMPANY TO CROSS TOWNSHIP ROADS AND SECTION LINES
	of DAKOTA ACCESS, LLC
	having requested permission from Ross Township, apolitical sub- division of Mountrail County of the State of North Dakota, to cross certain roadways
	List roads to be crossed
	Route between Sections Township
	39 Ave NW S-32+31 T-156N 18-92W
	Attach maps and construction plans
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	Dated this 28TH day of JANUARY 20/6.
-	Vice President, Land and Right of Way
	(7/3) 989-2864 PO
	ND-MT-028.9 89 Ave. NW
	89 ADR. 104)

	AKOTA access, LLC
Company name	1100 Weiss avenue
Mailing address	Bismarck ND 58503
City, State & zip o	code
Township	
Mitch	ell Bures 2-9-2016

Please Return Permit To: Claire Cunningham 1100 Weiss Quenue Bismarck, NB 58503 802.989.2489

Chairman





CONSENT FOR UTILITY COMPANY TO CROSS A PUBLIC ROAD OR SECTION ROAD

DAKOTA	ACCESS,	LLC	of 1	300	MAin	STEEST	, Houston,	1x7700
(Company)			(Addre				fi	

hereinafter referred to as "utility company", having requested permission from Mountrail County, a political subdivision of the State of North Dakota, to cross an existing road or section line with a buried transmission facility designed to carry or conduct oil, gas, water, electricity, telephone, or any other substance or service whatsoever, and Mountrail County having considered the request does grant consent to cross the following described existing road or section line, upon the terms and conditions herein stated:

20th
Route Cotto in Section(s) 31/36 Township 156 N, Range 90/93 W (Attach maps and construction plans) Charles 11/27
Olom ave
(Attach maps and construction plans) Check 1437
(Attach maps and construction plans) Chuck 1437 At a minimum, acceptable plans will include method of crossing existing roads or section lines
and size and material used for the buried facility.
CHECK TYPE OF MATERIAL: WATER OIL GAS OTHER
Consent to cross such existing read or section line is granted on these terms and a section

Consent to cross such existing road or section line is granted on these terms and conditions:

- 1. Pay a fee \$200.00 per crossing to Mountrail County; due at time of submittal.
- 2. Utility company must pay for all damage to the existing road caused by its activities, including but not limited to slumping in of trenches and collapse of pipe.
- 3. Utility company is responsible for any and all claims of damage, personal injury, or bodily injury that might result from their activities in crossing any existing road or section line in Mountrail County. Furthermore, utility company agrees to indemnify and hold harmless Mountrail County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against Mountrail County on account of the activities conducted by the utility company in crossing any existing road or section line.
- 4. When the utility company crosses an existing road or a section line, the utility company shall be responsible to pay for all costs of moving, relocating, or reconstructing the buried transmission facility should Mountrail County deem it necessary or advisable, in its sole discretion, to repair or reconstruct existing roads or to build new roads on section lines or off section lines as allowed by North Dakota law. Should the utility company fail to take necessary steps to relocate or reconstruct its buried transmission facility, the County may take steps to have the same accomplished, and the utility company agrees to reimburse the County for all expenses incurred by Mountrail County in moving, relocating or reconstructing the buried transmission facility so the existing roads

Mountrail County Utility Permit

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FEB 1 9 2016

MC Road & Bridge

Page 1 of 3

ND-MT-030.900 CR #5



CONSENT FOR UTILITY COMPANY TO CROSS A PUBLIC ROAD OR SECTION ROAD

may be repaired or reconstructed, or new roads may be built on the section line or off the section line as allowed by North Dakota law.

- 5. The buried transmission facility to be installed by the utility company in crossing any existing road shall at a minimum comply with the following engineering standards:
 - (a) No associated work shall commence prior to obtaining this permit.
 - (b) No open cut trenching of County Roads unless otherwise approved.
 - (c) County paved roads or County roads treated with road stabilization materials may only be bored.
 - (d) All crossings of existing roads not trenched as in Section 5 below shall be bored to a depth of five (5) feet below original ground or ditch elevations.
 - (e) Pipe shall be cased or heavy wall pipe used.
 - (f) All parallel borings must be a minimum of 75-80 feet from road centerline.
 - (g) Vent pipes must be outside existing right-of-way lines or 75-80 feet from road center, whichever is greater.
 - (h) All disturbed ground within right-of-way must be rehabilitated by covering with black dirt and seeding with an approved mix.
 - (i) If vent pipes are not used within the (10) feet of both sides of right-of-way, the transmission facility must have markers outside of the right-of-way line or 80 foot line, whichever is greater, on both sides of the road.
 - (j) The Company's plan to bury a transmission facility filed with the County Auditor must show at a minimum, in plain view and cross sectional view, the location of the crossing from a section or quarter line; section, township and range the crossing is located in; the location of vent pipes, if any, in proximity to the crossing; and the angle of crossing.
 - (k) The Company's plan must be submitted to the County Auditor for review prior to consideration by the Board of Commissioners. Plans must be available for consideration by the Board at least two (2) weeks prior to the commencement of the project.
- 6. When permission is specifically granted by the Commission of Mountrail County for a crossing to be trenched or plowed, the trenching or plowing may be no more than eight (8) inches in width. The Company will apply surfacing materials and pack the site, returning it as close as possible to the original compaction. The Company will be responsible for all such crossings for a period of three (3) years, repairing during those three (3) years any damages to the road resulting from their activity. Any crossing which cannot be accomplished with this method must be bored.
- 7. Utility company must comply with all terms and conditions stated herein, with particular attention to the minimum engineering standards. Failure to comply with this CONDITIONAL CONSENT shall cause the consent to be rescinded and utility company must remove facility from right-of-way immediately or be responsible for the costs incurred by the County in removing the same. The County specifically reserves the right to remove the buried transmission facility from right-of-way for non-compliance and reimbursement will be made to the County by utility company for doing the same.

Mountrail County Utility Permit

Page 2 of 3

ND-MT-030 900 CR #5



CONSENT FOR UTILITY COMPANY TO CROSS A PUBLIC ROAD OR SECTION ROAD

I, the undersigned, being an authorized agent of the utility company described in the above, do herby agree on behalf of the utility company that all terms and conditions above will be complied with, and any assignment of this buried transmission facility described above shall include an assignment of this liability to comply with the terms and conditions as stated herein.

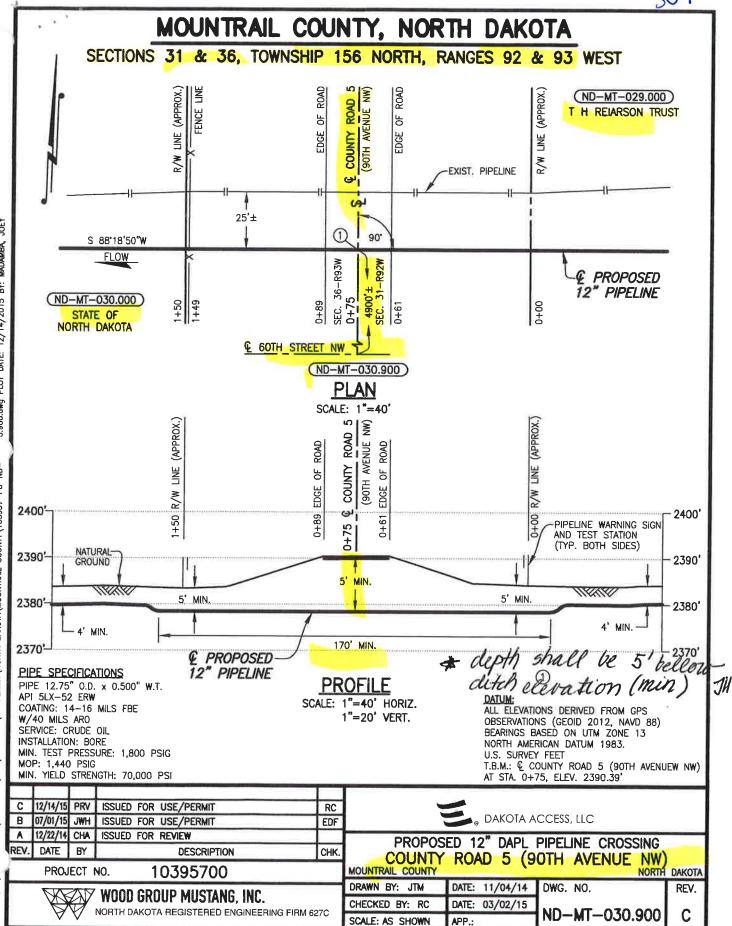
Dated this 28 74 day of January 2016.
Authorized Agent of Utility Company – name and signature
(7/3) 989-2864 KOBEZ-T, ROSE @ ENERGY TRANSFER. CE Telephone Number and Email address
Please return a copy of the signed permit to: Claude Cunnin glam Company or Agent Name
Mailing Address BISMARCK, ND 58503 (802) 989-2489 City, State & Zip Code
FOR COUNTY USE: Reviewed by Mountrail County Road Engineer Abb day February 20/6 Signature, County Road Engineer
Permission granted by Mountrail County, a political subdivision of the State of North Dakota, for installation of the buried transmission facility proposed above under existing roads and section lines as stated above pursuant to the conditions and limitations stated this
Chairman of the Board

PERMIT IS VALID FOR ONE YEAR FROM DATE OF ISSUE

Mountrail County Board of County Commissioners

Mountrail County Utility Permit

Page 3 of 3 ND-MT-030900



0.900.dwg PLOT DATE: 12/14/2015 BY: MADAMBA, JOEY

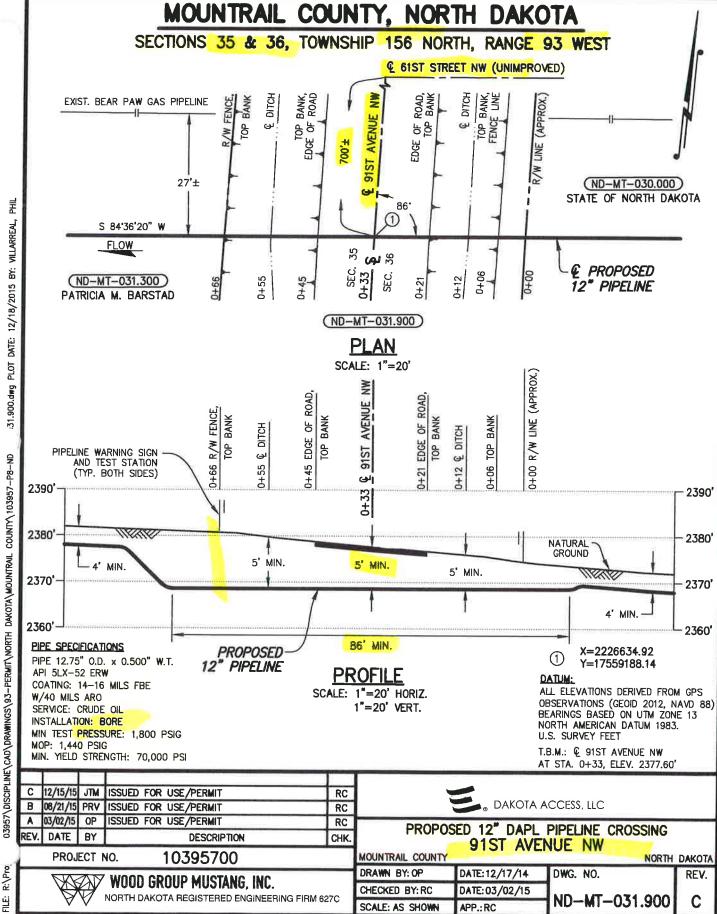
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CONCENT FOR UTILITY COMPANY TO CROSS TOWNSHIP ROADS AND SECTION LINES
Claire Cunning hamof DAKOTA ACCESS, LIC
having requested permission fromManitouTownship, apolitical sub- division of Mountrail County of the State of North Dakota, to cross certain roadways
List roads to be crossed
Route between Sections Township Plat AVE IVW 5-35736 T-156N R-93W
Attach maps and construction plans
1. Utility Company agrees to pay Manitou Township \$500 per crossing. 2. Utility Company must pay for all damage to the existing road caused by its activities. 3. When the utility company crosses an existing road or section line, the utility company shall be responsible to pay for all costs of moving or relocating or reconstruction of the buried facility, shall Manitou Township deem it necessary or advisable to repair or reconstruct existing road or to build new roads on as allowed by North Dakota law. Shall Utility Company fail to take necessary steps to relocate, they herby agree to reimburse the Township for all expenses incurred in reconstructing the buries facility. 4. Utility Company agrees to bore all crossings in said township. 5. Any clay or mud carried on to gravel surfaces, shalle be cleaned off or new gravel placed on top.
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Dated this 28 Thay of January 2016.
Authorized agent (7/3) 989- 2864
Telephone
ND-MT-031.900 91 Ave NW
THE NUCLEUM

	,				
Dala	ota	acces	J. LLC		
Company name			7		
	1100	Wels	3 aveni	el	
Mailing address					
	Dis	masc	UZ NID	58503	
City, State & zip	code			The state of the s	
_					
Manitou					
Township					
_					
		/			
6)	11				
15ocpar	6 Ce.	van			
Chairman					

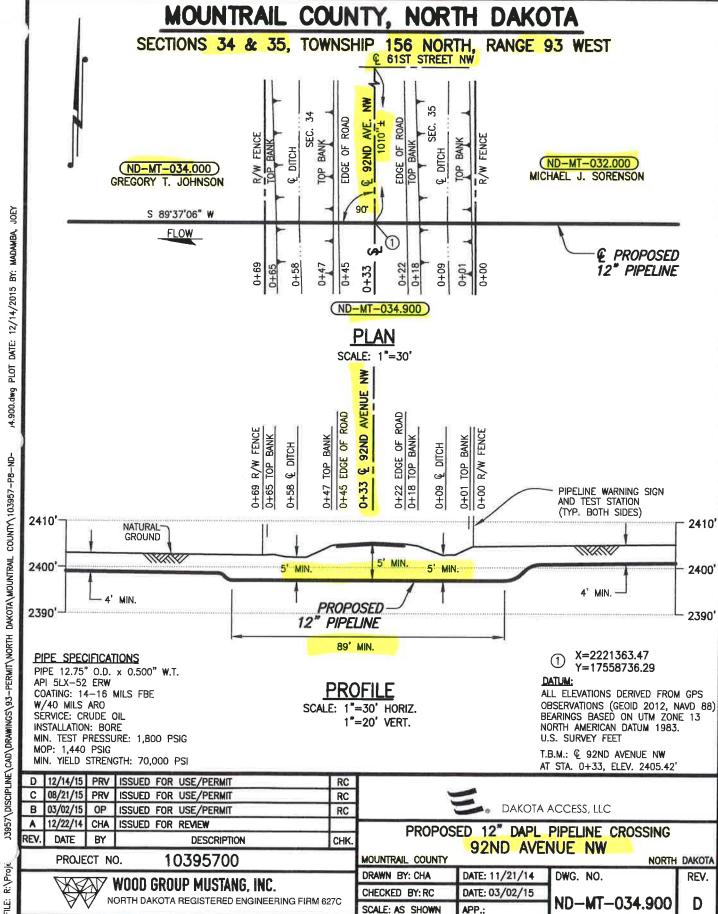
Please Réturn Permit To: Claire Curningham 1100 Weiss avenue Bismarck, ND 58503 802-989. 2489



	CONCENT FOR UTILITY COMPANY TO CROSS TOWNSHIP ROADS AND SECTION LINES
	Claire Cunningham of DAKOTA ACESS, LIC
	having requested permission from Manitou Township, apolitical sub- division of Mountrail County of the State of North Dakota, to cross certain roadways
	List roads to be crossed
	Route between Sections Township
	92 ADE NW S-34+35 T-156N R-93W
	Attach maps and construction plans
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	Dated this 287 Hay of JANUARY 20 16.
	Authorized agent (7/3) 989-2864 Vice President, Land and Right of Way
	Telephone ND-MT-034.900
	92 AUL NW
	CA HUL IV W

Dalcota access LLC	
100 Weiss avenu	
Mailing address BIS MarCL, N	D 58503
City, State & zip code	
Manitou	
Township	
Roger & Every	
Chairman /	

Please Return Permit to: Clause Cunningham 1100 Weiss Quenue Bismarch, ND 58503 802-989-2489



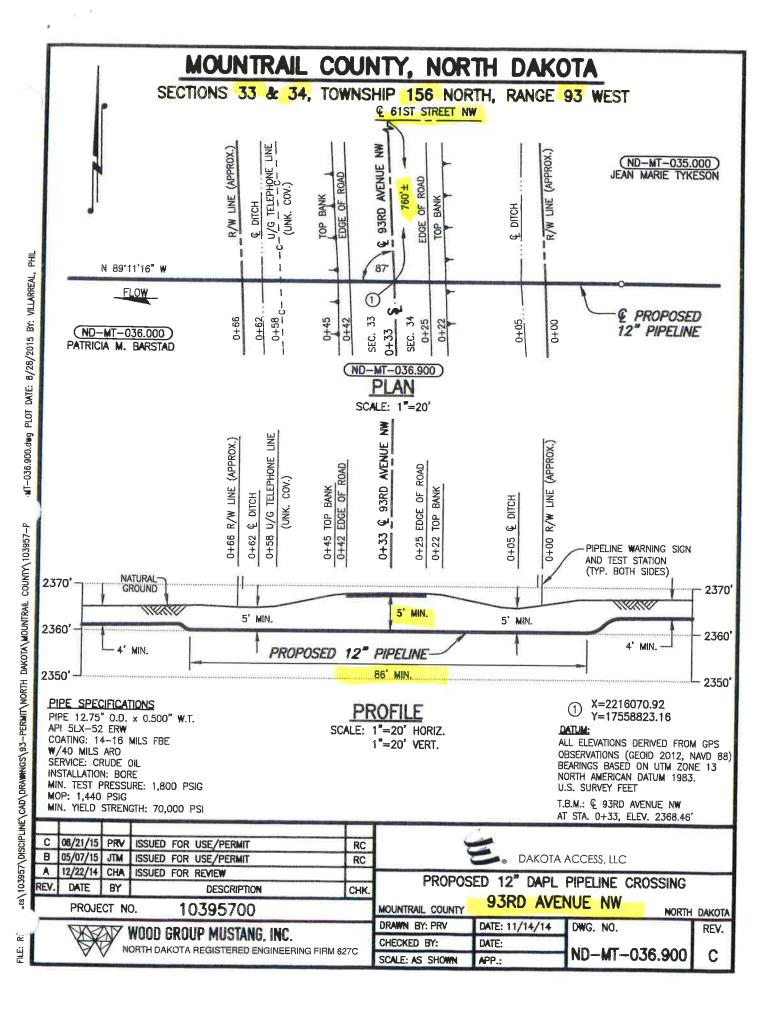
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CONCENT FOR UTILITY COMPANY TO CROSS SECTION LINES	TOWNSHIP ROADS AND
Claire Curningham of DAKota	Access, LLC
having requested permission from Manitou division of Mountrail County of the State of North Da	Township, apolitical sub- kota, to cross certain roadways
List roads to be crossed	
Route between Sections Towns 93 AVE NW S-33+34 T-19	
Attach maps and construction plans	
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I, the undersigned, being an authorized agent of the util above, do hereby agree on behalf of the Utility compan above will be complied with, and any assignment of thi described above shall include an assignment of this liab conditions as stated here	y that all terms and conditions s buried transmission facility
Dated this 28 TH day of Januaras	20/6.
	Land and Right of Wify
(7/3) 989-2864	BAR
Telephone	ND-IMT-0310.900
	ND-MT-036.900 93 ave. NW

AKOto	a acco	ss LLC	
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code			
11			
	code	1100 Weiss Bisman	

Please Return Permit To: Claire Cunningham 1100 Welss avenue, Bismarch, ND 58503 802.989.2489

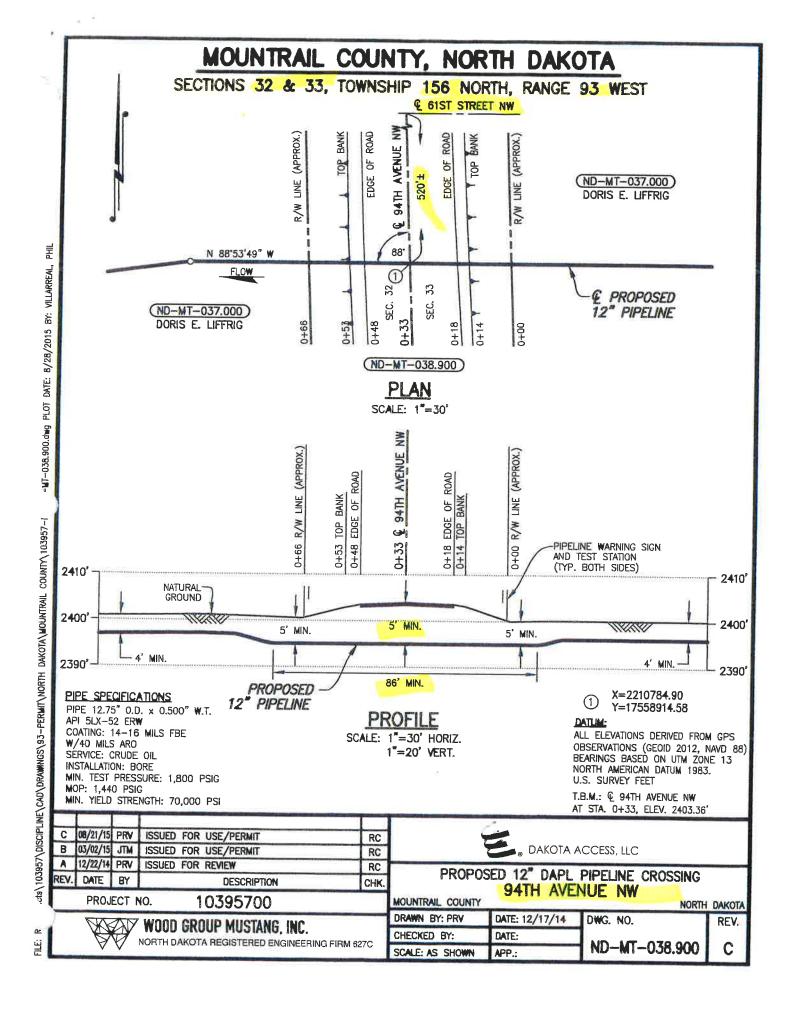


		SECTION LINES
		of DAKOTA ACCESS, LLC
		having requested permission from Manitou Township, apolitical sub- division of Mountrail County of the State of North Dakota, to cross certain roadways
		List roads to be crossed
	94	Route between Sections Township AUE NW S-32+33 T-156N R-93W
		Attach maps and construction plans
) 2		1. Utility Company agrees to pay Manitou Township \$500 per crossing. 2. Utility Company must pay for all damage to the existing road caused by its activities. 3. When the utility company crosses an existing road or section line, the utility company shall be responsible to pay for all costs of moving or relocating or reconstruction of the buried facility, shall Manitou Township deem it necessary or advisable to repair or reconstruct existing road or to build new roads on as allowed by North Dakota law. Shall Utility Company fail to take necessary steps to relocate, they herby agree to reimburse the Township for all expenses incurred in reconstructing the buries facility. 4. Utility Company agrees to bore all crossings in said township. 5. Any clay or mud carried on to gravel surfaces, shalle be cleaned off or new gravel placed on top.
		I, the undersigned, being an authorized agent of the utility company described in the above, do hereby agree on behalf of the Utility company that all terms and conditions above will be complied with, and any assignment of this buried transmission facility described above shall include an assignment of this liability to comply with the terms and conditions as stated here
-d" (Dated this 28TH day of Javunay 20 16. Vice President, Land and Right of Way (713) 989-2864
		Telephone
		ND-MT-038.900 CN 0.00 Au.)

CONCENT FOR UTILITY COMPANY TO CROSS TOWNSHIP ROADS AND

	Dalcota	access LL	C
Company name		iss ave	
Mailing address		rande ND	58503
City, State & zip code	e e		
Manitou			
Township			
Rogero	LE vany		

Please Return Permit To: Clause Cunn in gham 1100 Welss avenue BIS Merk, ND 58503 802.989.2489

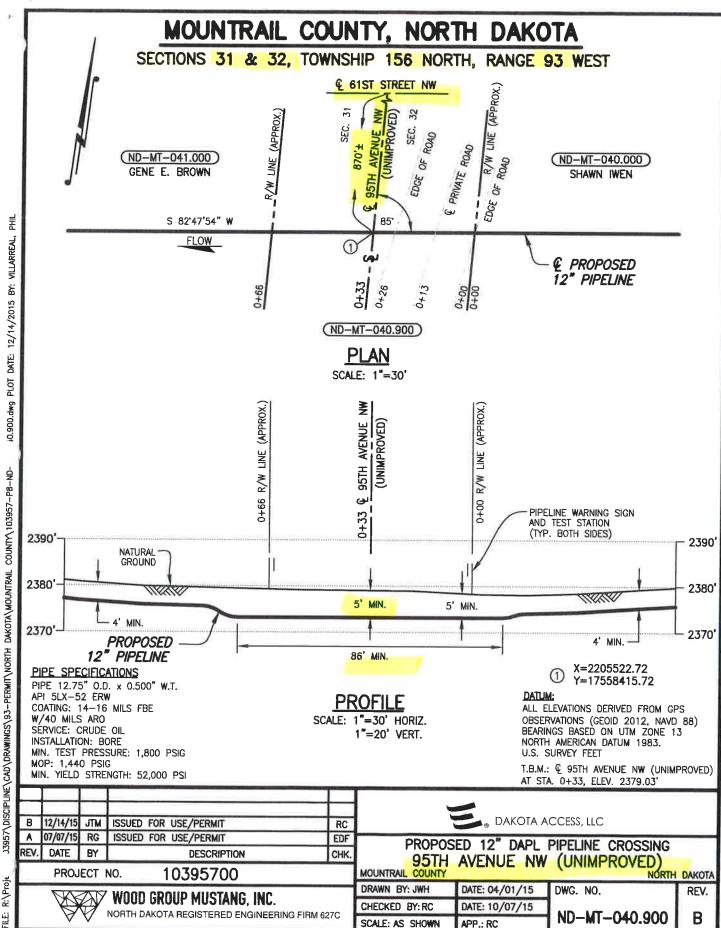


CONCENT FO	OR UTILITY COMPANY VES	TO CROSS TOWN	ISHIP ROADS AND
Claire Cun	ningham of 1	DAKOTA ACC	ESS, LLC
having requeste	ed permission fromuntrail County of the State	Manitou Tow	mship apolitical sub-
List roads to be	crossed		
Route	between Sections	Township	
95AUE NE) S-32	T-156	R-93-W
Attach maps an	d construction plans		
2. Utility Compa 3. When the util shall be response buried facility, s repair or reconst law. Shall Utility reimburse the To 4. Utility Compa	Ity company crosses an exible to pay for all costs of the shall Manitou	age to the existing roaxisting road or section moving or relocating. Township deem wild new roads on as ecessary steps to relocating the reconstruction of the reconstructions of the reconstructions in said townships.	ad caused by its activities. In line, the utility company g or reconstruction of the it necessary or advisable to allowed by North Dakota cate, they herby agree to cting the buries facility.
above, do nereby	ed, being an authorized ag y agree on behalf of the U mplied with, and any assi shall include an assignmented here	tility company that a gnment of this buries	Il terms and conditions
Dated this 28	7Hday of JAN	y /	6.
Andreidie	7 D	CVIce President,	Land and Right of Way
Authorized agent	989-2864		094
Telephone			

ND-MT-040.900

95 ADE. NW

	DAKOTO	acce	SS	
Company name	1100	Weiss	Avenu	le
Mailing address	BIS	smærck	= ND	58503
City, State & zip coo	e	The second secon)	
Manitou				
Township	L'Every			
Chairman /				- Control of the Cont
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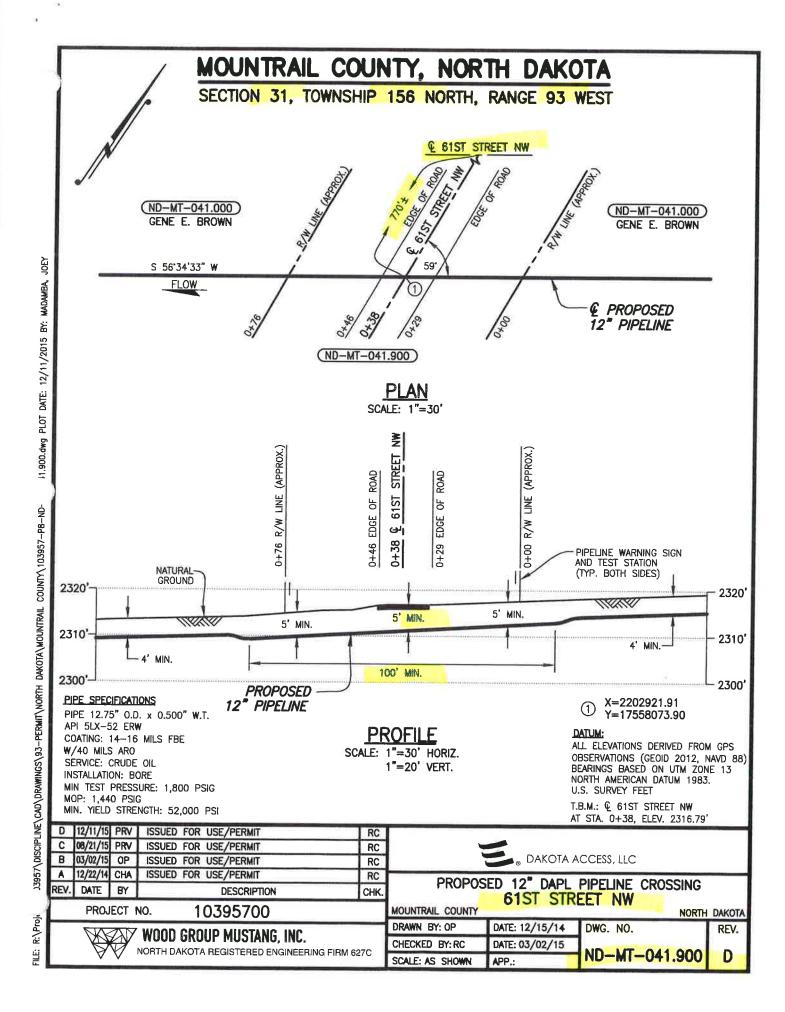


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(4)	CONCENT FOR UTILITY COMPANY TO CROSS TOWNSHIP ROASECTION LINES	ADS AND
(Claire Cunningham of DAKOTA Access	, LLC
	having requested permission from Manitou Township, apo division of Mountrail County of the State of North Dakota, to cross certain	litical sub- ain roadways
	List roads to be crossed	
	Route between Sections Township	
6	ST. NW S-31 T-156N	R-93W
	Attach maps and construction plans	
1 1 1 1 4	1. Utility Company agrees to pay Manitou Township \$500 crossing. 2. Utility Company must pay for all damage to the existing road caused by 3. When the utility company crosses an existing road or section line, the shall be responsible to pay for all costs of moving or relocating or reconstructed facility, shall Manitou Township deem it necessar repair or reconstruct existing road or to build new roads on as allowed by law. Shall Utility Company fail to take necessary steps to relocate, they have reimburse the Township for all expenses incurred in reconstructing the brack that the state of the sta	by its activities. utility company truction of the y or advisable to North Dakota terby agree to uries facility.
a a d	I, the undersigned, being an authorized agent of the utility company descrabove, do hereby agree on behalf of the Utility company that all terms an above will be complied with, and any assignment of this buried transmiss described above shall include an assignment of this liability to comply will conditions as stated here	d conditions ion facility
E	Dated this 23TH day of SANUARY 20 16. Vice President, Land and Right of We	av
4	Authorized agent (7/3) 989-2864	2018
a .s		ND-MT-041.900 61st. NW

	Dal	Cota	ac	USS	
Company name	1100	Weis	s C	Rueni	N
Mailing address		mas		ND	58503
City, State & zip code					
Manitou Township			-		
Chairman	Los	eyy .	- Control of the Cont	W	

Please Réturn Permit to: Claire Cunningham 1100 Welss Quenue Bismarch, ND 58503 802.989.2489

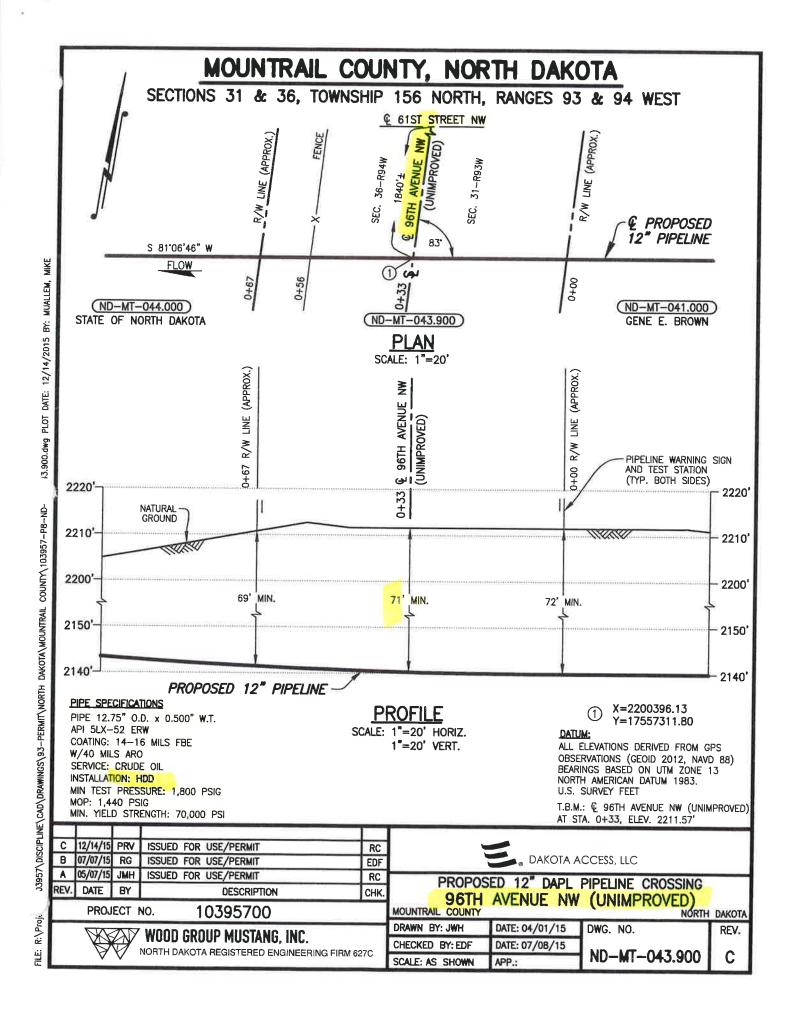


	SECTION LINES	y
	Claire Cunningham of DAKOTA access Lic	
	having requested permission from Manitou Township, apolitical sub division of Mountrail County of the State of North Dakota, to cross certain roadways	- ays
	List roads to be crossed	
	Route between Sections Township	
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	Attach maps and construction plans	
	1. Utility Company agrees to pay Manitou Township \$500 per crossing. 2. Utility Company must pay for all damage to the existing road caused by its active 3. When the utility company crosses an existing road or section line, the utility company shall be responsible to pay for all costs of moving or relocating or reconstruction of buried facility, shall Manitou Township deem it necessary or adviss repair or reconstruct existing road or to build new roads on as allowed by North Dalaw. Shall Utility Company fail to take necessary steps to relocate, they herby agree reimburse the Township for all expenses incurred in reconstructing the buries facility. Utility Company agrees to bore all crossings in said township. 5. Any clay or mud carried on to gravel surfaces, shalle be cleaned off or new grave placed on top.	npany f the able to akota e to ity.
	I, the undersigned, being an authorized agent of the utility company described in the above, do hereby agree on behalf of the Utility company that all terms and condition above will be complied with, and any assignment of this buried transmission facility described above shall include an assignment of this liability to comply with the term conditions as stated here Dated this 28th day of Jawahy 2016	ns v
	Authorized agent Vice/President, Land and Right of Way	0914
	713) 989-2864 Telephone	984
	Telephone ND-MT-C)43.900
	Cilo AIDE	N242

CONCENT FOR UTILITY COMPANY TO CROSS TOWNSHIP ROADS AND

	Dakota access Lic
Company name	1100 Weiss avenue
Mailing address	Bismarcha, ND, 58503
City, State & zip code	
Manitou	
Township Chairman	- vari
Chairman/	

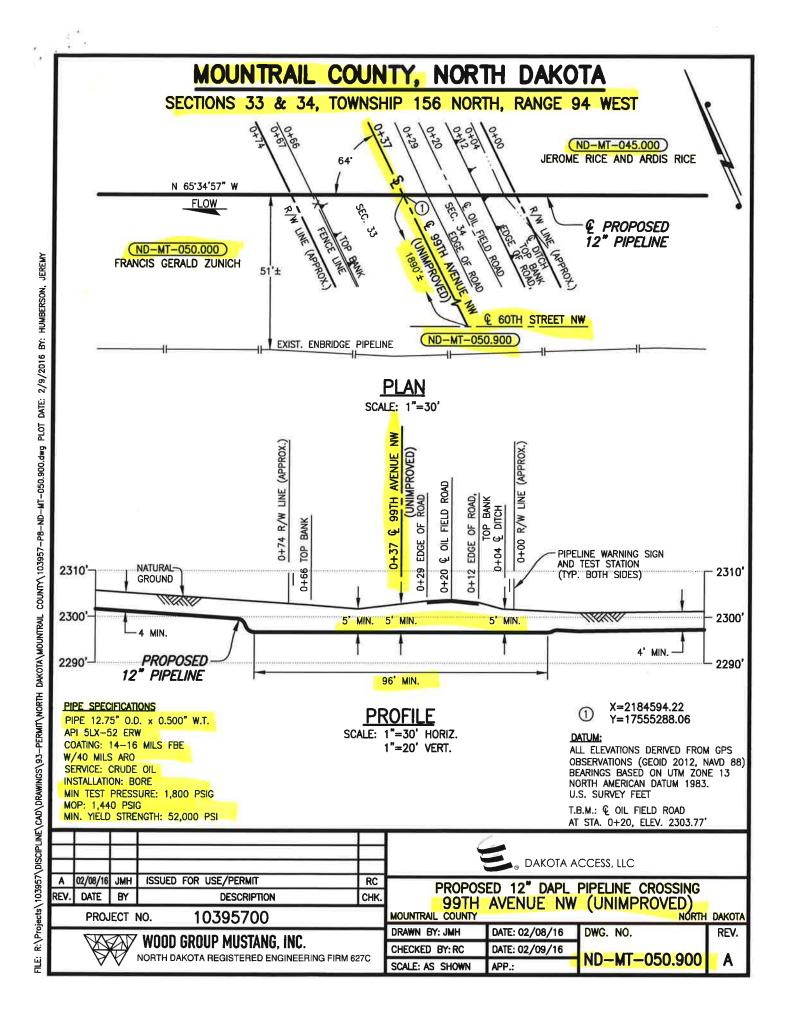
Please Return permit To: Chaire Cunningham 1100 Welss Avenue Bismarck, ND 58503 802.989. 2489



	CONCENT FOR UTILITY COMPANY TO CROSS TOWNSHIP ROADS AND SECTION LINES
	Claire Curninghamor Dakota Access, 40
	having requested permission from Myrtle Township, apolitical sub- division of Mountrail County of the State of North Dakota, to cross certain roadways
	List roads to be crossed
	Route between Sections Township 99 ave. WW S-33/34 T-156N R94W
	Attach maps and construction plans
, ,	1.Utility Company agrees to pay Myrtle Township \$500 per crossing. 2. Utility Company must pay for all damage to the existing road caused by its activities. 3. When the utility company crosses an existing road or section line, the utility company shall be responsible to pay for all costs of moving or relocating or reconstruction of the buried facility, shall Myrtle Township deem it necessary or advisable to repair or reconstruct existing road or to build new roads on as allowed by North Dakota law. Shall Utility Company fail to take necessary steps to relocate, they herby agree to reimburse the Township for all expenses incurred in reconstructing the buries facility. 4.Utility Company agrees to bore all crossings in said township. 5.Any clay or mud carried on to gravel surfaces, shalle be cleaned off or new gravel placed on top.
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9	Dated this 28 That Ary 20 16. Vice President, Land and Right or vvay
<i>)</i>	Authorized agent (713) 987-2864
	Telephone ND-MT-050.900 99 ave NW

Company name	
Mailing address	
City, State & zip code	
MyrTle Township Township	
Scott Liedle 2-17-16 Chairman	

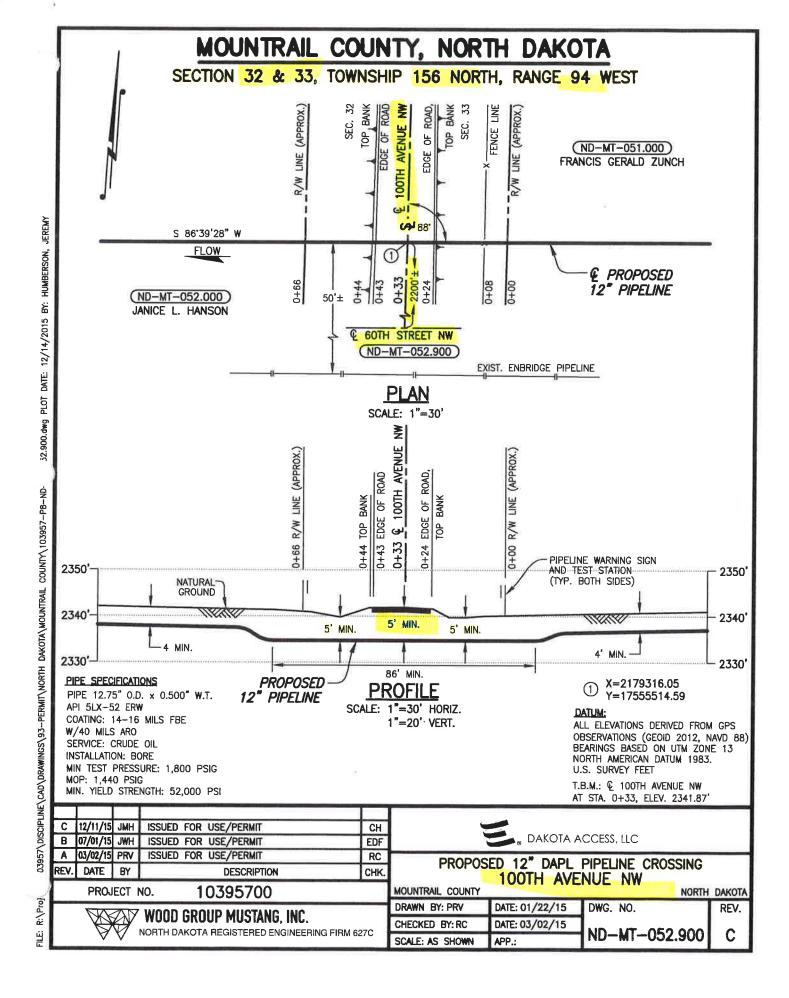
ND-MT-050.900 99 ave NW



	SECTION LINES
	Claire Cunning hamor DAKOTA ACCESS, LLC
	having requested permission from Myrtle Township, apolitical sub- division of Mountrail County of the State of North Dakota, to cross certain roadways
	List roads to be crossed
	Route between Sections Township
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•	Attach maps and construction plans
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	Dated this 28 TH day of JANUARY 20 16. Vice President, Land and Right of Way
	713) 989-2869 Telephone
	ND-MT-052.900 100 AVE NW
	ICC ACE ICC

	DAKOTA ACCESSILLC	
Company name	1100 Weissavenue	-
Mailing address	BIS MORCH, ND 5850=	3
City, State & zip of Township	Tle Township	
Scot Chairman	& Lieble 2-17-16	-

Please Return purmit to: Claire Cunningham 1100 Weiss Avenue Bismarck, ND 58503 802.989. 2489







CONSENT FOR UTILITY COMPANY TO CROSS A PUBLIC ROAD OR SECTION ROAD

DAKOTA ACCESS	.LLC	of 1300 Main	ST.	Houston, Tx	77002	
(Company)	(() / () () () () () () () () ((Address))	7 /		

hereinafter referred to as "utility company", having requested permission from Mountrail County, a political subdivision of the State of North Dakota, to cross an existing road or section line with a buried transmission facility designed to carry or conduct oil, gas, water, electricity, telephone, or any other substance or service whatsoever, and Mountrail County having considered the request does grant consent to cross the following described existing road or section line, upon the terms and conditions herein stated:

(Please includ	e 911 Route #)
----------------	----------------

Route CR#9	in Section(s) _	31/	32	, Township	156	_N, Range	94	W
101St Ave				_		myrthe		-2
(Attach maps and c	onstruction pl	ans)	Check	- IMAT		U		

At a minimum, acceptable plans will include method of crossing existing roads or section lines and size and material used for the buried facility.

CHECK TYPE OF MATERIAL: WATER OIL GAS OTHER

Consent to cross such existing road or section line is granted on these terms and conditions:

- 1. Pay a fee \$200.00 per crossing to Mountrail County; due at time of submittal.
- 2. Utility company must pay for all damage to the existing road caused by its activities, including but not limited to slumping in of trenches and collapse of pipe.
- 3. Utility company is responsible for any and all claims of damage, personal injury, or bodily injury that might result from their activities in crossing any existing road or section line in Mountrail County. Furthermore, utility company agrees to indemnify and hold harmless Mountrail County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against Mountrail County on account of the activities conducted by the utility company in crossing any existing road or section line.
- 4. When the utility company crosses an existing road or a section line, the utility company shall be responsible to pay for all costs of moving, relocating, or reconstructing the buried transmission facility should Mountrail County deem it necessary or advisable, in its sole discretion, to repair or reconstruct existing roads or to build new roads on section lines or off section lines as allowed by North Dakota law. Should the utility company fail to take necessary steps to relocate or reconstruct its buried transmission facility, the County may take steps to have the same accomplished, and the utility company agrees to reimburse the County for all expenses incurred by Mountrail County in moving, relocating or reconstructing the buried transmission facility so the existing roads

Mountrail County Utility Permit

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MC Road & Bridge

Page 1 of 3

ND-MT-054.900 CR #9



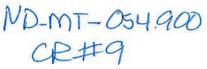
CONSENT FOR UTILITY COMPANY TO CROSS A PUBLIC ROAD OR SECTION ROAD

may be repaired or reconstructed, or new roads may be built on the section line or off the section line as allowed by North Dakota law.

- 5. The buried transmission facility to be installed by the utility company in crossing any existing road shall at a minimum comply with the following engineering standards:
 - (a) No associated work shall commence prior to obtaining this permit.
 - (b) No open cut trenching of County Roads unless otherwise approved.
 - (c) County paved roads or County roads treated with road stabilization materials may only be bored.
 - (d) All crossings of existing roads not trenched as in Section 5 below shall be bored to a depth of five (5) feet below original ground or ditch elevations.
 - (e) Pipe shall be cased or heavy wall pipe used.
 - (f) All parallel borings must be a minimum of 75-80 feet from road centerline.
 - (g) Vent pipes must be outside existing right-of-way lines or 75-80 feet from road center, whichever is greater.
 - (h) All disturbed ground within right-of-way must be rehabilitated by covering with black dirt and seeding with an approved mix.
 - (i) If vent pipes are not used within the (10) feet of both sides of right-of-way, the transmission facility must have markers outside of the right-of-way line or 80 foot line, whichever is greater, on both sides of the road.
 - (j) The Company's plan to bury a transmission facility filed with the County Auditor must show at a minimum, in plain view and cross sectional view, the location of the crossing from a section or quarter line; section, township and range the crossing is located in; the location of vent pipes, if any, in proximity to the crossing; and the angle of crossing.
 - (k) The Company's plan must be submitted to the County Auditor for review prior to consideration by the Board of Commissioners. Plans must be available for consideration by the Board at least two (2) weeks prior to the commencement of the project.
- 6. When permission is specifically granted by the Commission of Mountrail County for a crossing to be trenched or plowed, the trenching or plowing may be no more than eight (8) inches in width. The Company will apply surfacing materials and pack the site, returning it as close as possible to the original compaction. The Company will be responsible for all such crossings for a period of three (3) years, repairing during those three (3) years any damages to the road resulting from their activity. Any crossing which cannot be accomplished with this method must be bored.
- 7. Utility company must comply with all terms and conditions stated herein, with particular attention to the minimum engineering standards. Failure to comply with this CONDITIONAL CONSENT shall cause the consent to be rescinded and utility company must remove facility from right-of-way immediately or be responsible for the costs incurred by the County in removing the same. The County specifically reserves the right to remove the buried transmission facility from right-of-way for non-compliance and reimbursement will be made to the County by utility company for doing the same.

Mountrail County Utility Permit

Page 2 of 3





Permit#_308

CONSENT FOR UTILITY COMPANY TO CROSS A PUBLIC ROAD OR SECTION ROAD

I, the undersigned, being an authorized agent of the utility company described in the above, do herby agree on behalf of the utility company that all terms and conditions above will be complied with, and any assignment of this buried transmission facility described above shall include an assignment of this liability to comply with the terms and conditions as stated herein.

Dated this 28 th day of JANUARY 2016.
Robert Rose President, Land and Right of Way
Authorized Agent of Utility Company – riame and signature
(7/3) 987-2864 ROBERT, ROSE ENERGY TRANSFER, COM Telephone Number and Email address
Please return a copy of the signed permit to:
Clarke Cunningham Company or Agent Name
Mailing Address BISM & UC ND 58503 (802) 989-2489 City, State & Zip Code
FOR COUNTY USE: Reviewed by Mountrail County Road Engineer 26th day February , 2016
Signature, County Road Engineer

Permission granted by Mountrail County, a political subdivision of the State of North Dakota, for installation of the buried transmission facility proposed above under existing roads and section lines as stated above pursuant to the conditions and limitations stated this 150 day of 2016.

Chairman of the Board

Mountrail County Board of County Commissioners

PERMIT IS VALID FOR ONE YEAR FROM DATE OF ISSUE

Mountrail County Utility Permit

Page 3 of 3

N D-MT-054.900 CP#9

